

CITY COUNCIL AGENDA  
NORMAN UTILITIES AUTHORITY AGENDA  
NORMAN MUNICIPAL AUTHORITY AGENDA  
NORMAN TAX INCREMENT FINANCE AUTHORITY AGENDA

Municipal Building Council Chambers  
201 West Gray

February 23, 2010  
6:30 p.m.

1. Roll Call
2. Pledge of Allegiance
3. ITEM: PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM EISENHOWER ELEMENTARY SCHOOL.

INFORMATION: The Children's Rights Coordinating Commission is coordinating the Mayor's Citizenship Awards to be given to elementary school students who are involved in service projects throughout the community and exemplify true leadership skills.

ACTION NEEDED: Allow the Mayor to present Citizenship Awards to students from Eisenhower Elementary School.

ACTION TAKEN: \_\_\_\_\_

4. ITEM: CONSENT DOCKET

INFORMATION: This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 5 through Item 18 be placed on the consent docket.

ACTION NEEDED: 1. Motion to place Item \_\_\_\_ through Item \_\_\_\_ on the Consent Docket by unanimous vote.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Acting as the City Council, Norman Utilities Authority, and Norman Municipal Authority, motion to approve or acknowledge all items on the Consent Docket subject to any conditions included in the individual action needed by item.

ACTION TAKEN: \_\_\_\_\_

5. ITEM: APPROVAL OF THE MINUTES AS FOLLOWS:

CITY COUNCIL FINANCE COMMITTEE MINUTES OF JANUARY 25, 2010  
PUBLIC WATER FORUM, SERIES 3, MINUTES OF FEBRUARY 4, 2010  
CITY COUNCIL CANDIDATE FORUM MINUTES OF FEBRUARY 8, 2010  
CITY COUNCIL CONFERENCE MINUTES OF FEBRUARY 9, 2010  
CITY COUNCIL MINUTES OF FEBRUARY 9, 2010  
NORMAN UTILITIES AUTHORITY MINUTES OF FEBRUARY 9, 2010  
NORMAN MUNICIPAL AUTHORITY MINUTES OF FEBRUARY 9, 2010  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF  
FEBRUARY 9, 2010  
PORTER CORRIDOR OPEN HOUSE MINUTES OF FEBRUARY 10, 2010

ACTION NEEDED: Acting as the City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority, motion to approve the minutes; and, if approved, direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

6. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2010, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record. A copy of the report is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

7. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2010, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the reports may be noted in the minutes as a matter of permanent record. Copies of the reports are included in the Agenda Packet or transmitted electronically.

ACTION NEEDED: Motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_



8. ITEM: CONSIDERATION OF RELEASE OF EASEMENT NO. E-0809-90 TO ALLTEL COMMUNICATIONS, L.L.C., TO ALLOW EGRESS AND INGRESS ACROSS CITY PROPERTY IN CONNECTION WITH THE CONSTRUCTION AND LEASE OF A MONOPOLE TOWER SITE AT THE STREET MAINTENANCE FACILITY LOCATED AT 668 EAST LINDSEY STREET AND GRANTING EASEMENT NO. E-0910-40.

INFORMATION: City Council, in its meeting of April 28, 2009, granted an easement to ALLTEL Communications, L.L.C., to provide ingress and egress rights across the City property for construction of a monopole tower at the Street Maintenance Facility. During site surveys with Oklahoma Gas and Electric Company, it was determined that the location of the easement would not be feasible. City Staff recommends approval of granting Easement No. E-0910-40 in a new location and release of Easement No. E-0809-90. Copies of an advisory memorandum; Easement No. E-0809-90; pertinent excerpts from City Council minutes; Release of Easement No. RE-0809-90; Easement No. E-0910-40; and location map are included in the Agenda Book.

ACTION NEEDED: 1. Motion to approve or reject Release of Easement E-0809-90; and, if approved, direct the execution and filing thereof.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Motion to grant or deny Easement No. E-0910-40; and, if granted, direct the execution thereof.

ACTION TAKEN: \_\_\_\_\_

9. ITEM: CONSIDERATION OF GRANTING EASEMENT NO. E-0910-48 TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE PHASE I WATER TREATMENT PLANT EXPANSION AND REHABILITATION PROJECT.

EASEMENT NO.  
E-0910-48

GRANTOR  
CITY OF NORMAN

EASEMENT  
PERMANENT  
PUBLIC UTILITY

INFORMATION: The Phase I Water Treatment Plant (WTP) Expansion and Rehabilitation Project will increase the treatment capacity from fourteen (14) to seventeen (17) gallons per day (MGD) including construction of a new electrical building to accommodate future WTP expansions; rehabilitation of existing electrical infrastructure; construction of a new emergency generator; installation of a new solids contact clarifier; rehabilitation of existing solids contact Clarifier No. 3; and replacement of filter media in eight (8) filters, distribution system pump motors, the lime, alum and carbon dioxide feed systems, and the powdered activated carbon feed system. The above-described public utility easement needs to be granted to Oklahoma Gas and Electric Company to supply power to the new electrical building and generator. The Assistant City Attorney and Utilities Staff have examined the easement and found it to be in order and proper as to for and Staff recommends the easement be granted. Copies of an advisory memorandum, easement, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to grant Easement No. E-0910-48 to Oklahoma Gas and Electric Company; and, if granted, direct the execution thereof.

ACTION TAKEN: \_\_\_\_\_

10. ITEM: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-0910-4 FOR ROCK CREEK VIEW AND ACCEPTANCE OF EASEMENT NO. E-0910-49.

LOCATION: Generally located one-half mile east of 48th Avenue N.E. on the north side of East Rock Creek Road.

INFORMATION:

1. Owner. Jack and Peggy Harmon.
2. Developer. Jack and Peggy Harmon.
3. Surveyor. Pollard and Whited Surveying, Inc.

HISTORY:

1. Refer to the Planning Commission Staff Report, January 14, 2010.
2. January 14, 2010. Planning Commission, by a vote of 9-0, recommended to City Council that Certificate of Survey No. COS-0910-4 for Rock Creek View be approved.

PUBLIC DEDICATIONS:

1. Easements. Easement No. E-0910-49, a public roadway, utility and drainage easement and a cross access easement are included with Certificate of Survey No. COS-0910-4.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; Staff Report recommending approval; letter from the surveyor; certificate of survey; Easement No. E-0910-49; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-0910-4; and, if approved, accept Easement No. E-0910-49 and direct the filing of Certificate of Survey No. COS-0910-4 and Easement No. E-0910-49 with the Cleveland County Clerk.

ACTION TAKEN: \_\_\_\_\_

11. ITEM: AMENDMENT NO. ONE TO CONTRACT NO. K-0405-127: A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN YOUTH SOCCER ASSOCIATION, INC., EXTENDING THE LEASE FOR A PERIOD OF FIVE YEARS FOR THE USE OF THE GRIFFIN COMMUNITY PARK SOCCER COMPLEX.

INFORMATION: City Council, in its meeting of March 22, 2005, approved Contract No. K-0405-127 with the Norman Youth Soccer Association, Inc., for the lease of the Griffin Community Park Soccer Complex for a five year period ending March 22, 2010. Amendment No. One will extend the lease agreement for an additional five years. The amendment has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the amendment. Copies of an advisory memorandum, amendment, and location map, are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0405-127 extending the lease agreement with the Norman Youth Soccer Association, Inc., for the use of the Griffin Community Park Soccer Complex until March 22, 2015; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_

12. ITEM: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0910-45 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANDARD ROOFING COMPANY FOR THE NORMAN PUBLIC LIBRARY ROOF PROJECT.

INFORMATION: City Council, in its meeting of August 25, 2009, approved Contract No. K-0910-45 with Standard Roofing Company in the amount of \$743,815 for the above-described project. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted and final payment in the amount of \$185,953.75 be directed to Standard Roofing Company. Copies of an advisory memorandum; invoice; photographs of the new and old roof; and purchase order are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$185,953.75 to Standard Roofing Company.

ACTION TAKEN: \_\_\_\_\_

13. ITEM: CONTRACT NO. K-0910-140: A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AMATEUR SOFTBALL FOUNDATION, INC., FOR THE USE OF THE REAVES PARK SOFTBALL COMPLEX FOR A PERIOD OF FIVE YEARS AND TERMINATION OF CONTRACT NO. K-0708-112 WITH REAVES PARK SOFTBALL ASSOCIATION.

INFORMATION: City Council, in its meeting of January 22, 2008, approved a five-year lease agreement with Reaves Park Softball Association for the operation and use of the Reaves Park Softball Complex. The Board of Directors of the Reaves Park Softball Association has opted to disband and has requested the contract be terminated. The Board of Park Commissioners reviewed proposals for the lease of the property and recommends approval of the contract with Norman Amateur Softball Foundation, Inc. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract with Norman Amateur Softball Foundation, Inc., and termination of Contract No. K-0708-112 with Reaves Park Softball Association. Copies of an advisory memorandum, location map, Contract Nos. K-0910-140 and K-0708-112, and pertinent excerpts from Board of Parks Commissioners minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-140, a lease agreement with Norman Amateur Softball Foundation, Inc., for a period of five years, and termination of Contract No. K-0708-112 with Reaves Park Softball Association; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_

14. ITEM: CONTRACT NO. K-0910-143: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE 89ER DAY PARADE COMMITTEE IN THE AMOUNT OF \$5,000 FOR COSTS ASSOCIATED WITH THE 89'ER DAY PARADE TO BE HELD APRIL 24, 2010.

INFORMATION: The 89'er Day Parade Committee has submitted their annual request for funding in the amount of \$5,000, approved by Council in the FYE 2010 Budget, to cover costs associated with the 89'er Day Parade which will be on April 24, 2010. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of this contract. Copies of an advisory memorandum, letter of request, contract, budget, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-143 with the 89er Day Parade Committee in the amount of \$5,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_

15. ITEM: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER REGARDING TONY STEVENS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-10089 Y.

INFORMATION: The City Attorney recommends that the City comply with the Workers' Compensation Court Order. If approved, the Order will be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, Court Order, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims which will constitute judgment against the City of Norman.

ACTION TAKEN: \_\_\_\_\_

16. ITEM: CONSIDERATION OF RESOLUTION NOS. R-0910-89, R-0910-90, AND R-0910-91 PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA SAFETY) FUNDS FOR LIGHTING, SIGNALIZATION, AND PAVEMENT MARKING IMPROVEMENTS ALONG VARIOUS CITY OF NORMAN STREETS.

RESOLUTION NO. R-0910-89: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA-SAFETY) FUNDS FOR THE INSTALLATION OF CONTINUOUS ROADWAY LIGHTING ALONG MAIN STREET WEST OF MERKLE DRIVE TO UNIVERSITY BOULEVARD.

RESOLUTION NO. R-0910-90: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA-SAFETY) FUNDS FOR TRAFFIC SIGNAL UPGRADES (L.E.D. DISPLAYS AND POWER BACK-UP UNITS) AT VARIOUS INTERSECTIONS CITYWIDE.

RESOLUTION NO. R-0910-91: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA-SAFETY) FUNDS FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS AT VARIOUS LOCATIONS CITYWIDE.

INFORMATION: The above-described resolutions have been drawn and are submitted for City Council's consideration. Copies of an advisory memorandum, list of projects, resolutions, and location maps are included in the Agenda Book.

ACTION NEEDED: 1. Motion to adopt or reject Resolution No. R-0910-89.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Motion to adopt or reject Resolution No. R-0910-90.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 3. Motion to adopt or reject Resolution No. R-0910-91.

ACTION TAKEN: \_\_\_\_\_

17. ITEM: RESOLUTION NO. R-0910-93: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO THETA DEMPSEY FOR HER EFFORTS AND CONTRIBUTIONS TO PUBLIC TRANSPORTATION AND THE CLEVELAND AREA RAPID TRANSIT SYSTEM (CART) AND CONGRATULATING HER ON HER RETIREMENT.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. A copy of the resolution is included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-93.

ACTION TAKEN: \_\_\_\_\_

18. ITEM: RESOLUTION NO. R-0910-94: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING RECEIPT OF THE AMENDED EMERGENCY OPERATIONS PROCEDURE AND ALERTING CITIZENS TO THE APPROACH OF THE SPRING STORM SEASON.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-94.

ACTION TAKEN: \_\_\_\_\_

19. ITEM: CONSIDERATION OF A REVISED PRELIMINARY PLAT FOR HIGHLAND VILLAGE ADDITION.

LOCATION: Generally located on the west side of North Porter Avenue approximately one-half mile north of Rock Creek Road.

INFORMATION:

1. Owner. Highland Village, L.L.C.
2. Developer. Highland Village, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. Refer to the Planning Commission Staff Report, November 12, 2009.
2. March 13, 2001. City Council, by a vote of 7-0, recommended that the preliminary plat for Highland Village Addition be approved.
3. September 28, 2004. City Council, by a vote of 9-0, recommended that the revised preliminary plat for Highland Village Addition be approved.
4. September 28, 2009. The approval of the revised preliminary plat for Highland Village Addition became null and void.
5. November 12, 2009. Planning Commission, by a vote of 9-0, recommended that the revised preliminary plat of Highland Village Addition, be approved.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, November 12, 2009.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, November 12, 2009.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; revised preliminary plat, Staff Report recommending approval; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the revised preliminary plat for Highland Village Addition.

ACTION TAKEN: \_\_\_\_\_



20. ITEM: ORDINANCE NO. O-0910-19: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE PUBLIC UTILITY EASEMENT LYING WITHIN LOT 1, BLOCK 1, FOWLER ADDITION, TO THE CITY OF NORMAN, OKLAHOMA, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (955 INTERSTATE DRIVE)

INFORMATION: Planning Commission, in its meeting of January 14, 2010, held a public hearing and received no filed protests regarding the following item:

BILLY E. FOWLER LIVING TRUST: Requests closing of a portion of a public utility easement lying within Lot 1, Block 1, Fowler Addition. (955 Interstate Drive)

Planning Commission, by a vote of 9-0, recommends approval of the requested closure; and City Council, in its meeting of February 9, 2010, Introduced and adopted Ordinance No. O-0910-19 upon First Reading by title. Copies of an advisory memorandum; Ordinance No. O-0910-19; location map; Staff Report recommending approval; petition; radius map; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: 1. Motion to adopt or reject Ordinance No. O-0910-19 upon Second Reading section by section.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Motion to adopt or reject Ordinance No. O-0910-19 upon Final Reading as a whole.

ACTION TAKEN: \_\_\_\_\_

21. Miscellaneous Discussion: This is an opportunity for citizens to address City Council. Remarks should be directed to the Council as a whole and limited up to five minutes or less.
22. Adjournment.

3. ITEM: PRESENTATION OF THE MAYOR'S CITIZENSHIP AWARDS TO STUDENTS FROM EISENHOWER ELEMENTARY SCHOOL.

INFORMATION: The Children's Rights Coordinating Commission is coordinating the Mayor's Citizenship Awards to be given to elementary school students who are involved in service projects throughout the community and exemplify true leadership skills.

ACTION NEEDED: Allow the Mayor to present Citizenship Awards to students from Eisenhower Elementary School.

ACTION TAKEN: \_\_\_\_\_

6. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JANUARY 31, 2010, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the report may be noted in the minutes as a matter of permanent record. A copy of the report is included in the Agenda Book.

ACTION NEEDED: Motion to acknowledge receipt of the report and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

DATE: 02-Feb-10  
 TO: City Council  
 FROM: Anthony Francisco, Director of Finance  
 PREPARED BY: Clint Mercer, Chief Accountant  
 SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON				ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE09	MONTHLY INTEREST EARNINGS January 2010	MONTHLY % INCREASE (DECREASE)	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE10-YTD	INTEREST EARNINGS YTD FYE10	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$20,833	\$7,787	-62.62%	16.05%	\$145,833	\$78,854	-45.93%	17.48%
ROOM TAX FUND	\$459	\$110	-75.97%	0.23%	\$1,750	\$1,103	-36.97%	0.24%
CAPITAL PROJECTS FUND	\$29,167	\$11,982	-58.92%	24.69%	\$204,167	\$117,343	-42.53%	26.01%
SINKING FUND	\$3,333	\$3,316	-0.51%	6.83%	\$23,333	\$12,408	-46.82%	2.75%
G.O. BOND FUND	\$167	\$70	-58.20%	0.14%	\$1,167	\$596	-48.89%	0.13%
WESTWOOD FUND	\$625	\$38	-93.90%	0.08%	\$4,375	\$3,606	-17.59%	0.80%
WATER FUND	\$10,000	\$6,405	-35.95%	13.20%	\$70,000	\$47,756	-31.78%	10.59%
WASTEWATER FUND	\$25,000	\$4,580	-81.68%	9.44%	\$175,000	\$42,483	-75.72%	9.42%
HALLPARK FUND	N/A	\$13	100.00%	0.03%	N/A	\$132	100.00%	0.03%
DEVELOPMENT EXCISE	\$16,667	\$5,956	-64.27%	12.27%	\$116,667	\$51,473	-55.88%	11.41%
SEWER SALES TAX	\$16,667	\$5,299	-68.21%	10.92%	\$116,667	\$58,382	-49.96%	12.94%
SANITATION FUND	\$2,500	\$880	-64.82%	1.81%	\$17,500	\$12,711	-27.36%	2.82%
PARKLAND FUND	\$2,211	\$673	-69.55%	1.39%	\$15,476	\$6,479	-58.14%	1.44%
TRUST & AGENCY FUNDS	N/A	\$2	100.00%	0.00%	N/A	\$19	100.00%	0.00%
TAX INCREMENT DISTRICT	\$417	\$437	100.00%	0.90%	\$2,917	\$8,062	100.00%	1.79%
SPECIAL GRANTS FUND	N/A	\$113	100.00%	0.23%	N/A	\$1,506	100.00%	0.33%
CLEET FUND	N/A	\$6	100.00%	0.01%	N/A	\$80	100.00%	0.02%
HOUSING	N/A	\$74	100.00%	0.15%	N/A	\$515	100.00%	0.11%
SITE IMPROVEMENT FUND	N/A	\$24	100.00%	0.05%	N/A	\$236	100.00%	0.05%
ARTERIAL ROAD FUND	N/A	\$495	100.00%	1.02%	N/A	\$5,097	100.00%	1.13%
SEIZURES	\$42	\$271	550.30%	0.56%	\$292	\$2,278	680.86%	0.50%
	<u>\$128,087</u>	<u>\$48,529</u>	<u>-62.11%</u>	<u>100.00%</u>	<u>\$895,143</u>	<u>451,117</u>	<u>-49.60%</u>	<u>100.00%</u>

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$ 106.77 million as of 1/31/10 are represented by working capital cash balances of all City funds of approximately \$ 47.18 million, outstanding encumbrances of \$34.7 million, General Obligation Bond proceeds of \$8.4, NUA revenue bond proceeds of \$16.1 million, and NMA bond proceeds of \$.39 million.

# INVESTMENT BY TYPE

January 31, 2010

<u>LIST BY TYPE</u>	<u>SEC. NO.</u>	<u>PURCHASED</u>	<u>MATURITY</u>	<u>YIELD</u>	<u>EARNED INTEREST</u>	<u>COST</u>	<u>MARKET</u>
<b>**Checking</b>							
BANK OF AMERICA	NUA REV. FD.				\$0.00	\$0.00	\$0.00
BANK OF AMERICA	GEN'L DEP.			0.50%	\$2,426.19	\$11,734,745.41	\$11,734,745.41
BANK OF AMERICA	WARRANTS PAYABLE				\$0.00	(\$2,179,800.45)	(\$2,179,800.45)
BANK OF AMERICA	PAYROLL				\$0.00	(\$2,365,434.65)	(\$2,365,434.65)
BANK OF AMERICA	COURT BOND REFUNDS				\$0.00	\$216,410.00	\$216,410.00
BANK OF AMERICA	INSURANCE CLAIMS				\$0.00	(\$160,331.13)	(\$160,331.13)
BANK OF AMERICA	HALLPARK			0.01%	\$1.61	\$193,128.43	\$193,128.43
<b>**Subtotal</b>					<u>\$2,427.80</u>	<u>\$7,438,717.61</u>	<u>\$7,438,717.61</u>
<b>**Money Market</b>							
BANCFIRST-NUA	MONEY MKT.			0.01%	\$0.63	\$320,369.37	\$320,369.37
BANCFIRST-NMA Sanitat.	MONEY MKT.			0.01%	\$0.43	\$87,167.57	\$87,167.57
BANCFIRST-NMA Golf	MONEY MKT.			0.01%	\$0.85	\$310,935.01	\$310,935.01
BANCFIRST-NUA Water	MONEY MKT.			0.01%	\$152.22	\$15,786,431.60	\$15,786,431.60
FIRST FIDELITY	MONEY MKT.			0.50%	\$37.25	\$0.00	\$0.00
BANK OF AMERICA	MONEY MKT.			0.01%	\$4.02	\$199,671.65	\$199,671.65
BANK OF AMERICA	MONEY MKT.			0.10%	\$16.82	\$245,732.56	\$245,732.56
BANK OF AMERICA - Drinking W	MONEY MKT.			0.50%	\$156.72	\$284,975.65	\$284,975.65
BANK OF AMERICA - Clean Wat	MONEY MKT.			0.50%	\$190.33	\$399,802.96	\$399,802.96
BANK OF AMERICA-2008A	MONEY MKT.			0.50%	\$1,534.00	\$3,378,537.39	\$3,378,537.39
BANK OF AMERICA-2008B	MONEY MKT.			0.50%	\$2,136.53	\$4,986,608.25	\$4,986,608.25
<b>**Subtotal</b>					<u>\$4,229.80</u>	<u>\$26,000,232.01</u>	<u>\$26,000,232.01</u>
<b>**Sweep/Overnight</b>							
JP MORGAN	SHORT TERM			0.00%	\$0.00	\$15,444,740.65	\$15,444,740.65
<b>**U.S. Treasury Securities</b>							
FHLB	3133XFJY3	08/31/09	06/10/11	1.11%	5,012.45	5,555,000.00	\$5,881,356.00
FHLB	3133XTGZ3	08/31/09	07/08/10	0.43%	1,768.41	5,000,000.00	\$5,018,750.00
T-Note	912828JA9	08/31/09	05/31/10	0.32%	1,179.08	5,000,000.00	\$5,040,250.00
T-Note	912828JS0	08/31/09	11/30/10	0.55%	2,234.10	5,000,000.00	\$5,039,850.00
FHLMC	312SX1EJ2	12/31/09	05/22/13	2.08%	3,534.61	2,000,000.00	\$2,147,640.00
FHLB	3133XWD71	12/31/09	02/28/12	1.24%	5,172.68	5,000,000.00	\$4,995,300.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	6,539.41	6,000,000.00	\$6,046,860.00
FHLB	3133XWD71	12/31/09	02/28/12	1.25%	5,196.26	5,000,000.00	\$4,995,300.00
T-Note	912828JL5	12/31/09	09/30/10	0.36%	3,431.32	12,500,000.00	\$12,645,500.00
T-Note	912828KP4	12/31/09	05/15/12	1.31%	7,357.44	6,750,000.00	\$6,802,717.50
U.S. STRIPS (Hallpark)	912833KC3	06/09/04	05/15/14	5.12%	445.64	79,860.00	\$120,407.76
<b>**Subtotal</b>					<u>41,871.40</u>	<u>57,884,860.00</u>	<u>\$58,733,931.26</u>
<b>**TOTAL**</b>					<u>48,529.00</u>	<u>106,768,550.27</u>	<u>\$107,617,621.53</u>

The Governmental Accounting Standards Board requires the reporting of market values of investment securities. These market values represent the amount of money the security would sell for on the open market, if cash flow demands were such that the security had to be sold. The City of Norman purchases investment securities with the intent of holding them to maturity, as stated in the City's Investment Policy. Only in exceptional circumstances would securities be sold before their maturity, due to cash flow demands or favorable market conditions.

7. ITEM: SUBMISSION AND ACKNOWLEDGING RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF JANUARY, 2010, AND DIRECTING THE FILING THEREOF.

INFORMATION: The above-described item appears on City Council's agenda in order that acknowledgment of the receipt of the reports may be noted in the minutes as a matter of permanent record. Copies of the reports are included in the Agenda Packet or transmitted electronically.

ACTION NEEDED: Motion to acknowledge receipt of the reports and direct the filing thereof.

ACTION TAKEN: \_\_\_\_\_

8. ITEM: CONSIDERATION OF RELEASE OF EASEMENT NO. E-0809-90 TO ALLTEL COMMUNICATIONS, L.L.C., TO ALLOW EGRESS AND INGRESS ACROSS CITY PROPERTY IN CONNECTION WITH THE CONSTRUCTION AND LEASE OF A MONOPOLE TOWER SITE AT THE STREET MAINTENANCE FACILITY LOCATED AT 668 EAST LINDSEY STREET AND GRANTING EASEMENT NO. E-0910-40.

INFORMATION: City Council, in its meeting of April 28, 2009, granted an easement to ALLTEL Communications, L.L.C., to provide ingress and egress rights across the City property for construction of a monopole tower at the Street Maintenance Facility. During site surveys with Oklahoma Gas and Electric Company, it was determined that the location of the easement would not be feasible. City Staff recommends approval of granting Easement No. E-0910-40 in a new location and release of Easement No. E-0809-90. Copies of an advisory memorandum; Easement No. E-0809-90; pertinent excerpts from City Council minutes; Release of Easement No. RE-0809-90; Easement No. E-0910-40; and location map are included in the Agenda Book.

ACTION NEEDED: 1. Motion to approve or reject Release of Easement E-0809-90; and, if approved, direct the execution and filing thereof.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Motion to grant or deny Easement No. E-0910-40; and, if granted, direct the execution thereof.

ACTION TAKEN: \_\_\_\_\_



# office memorandum

DATE: February 8, 2010

TO: The Honorable Mayor and Councilmembers

FROM: Jennifer Gray, Telecommunications Administrator *J. Gray*

THROUGH: Anthony Francisco, Finance Director *A. Francisco*

SUBJECT: Release of Easement E-0809-90 and accept Grant of Easement E-0910-40 for utility location for monopole at Street Maintenance Location.

## BACKGROUND:

In April, 2009, City Council approved Contract K-0809-46, with Alltel Communications for the installation of a 180' monopole and facilities and Easement E-0809-90 for utility installation. The permits for this monopole were approved the week of November 16<sup>th</sup> and construction started.



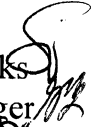


## DISCUSSION:

During site surveys with the electric utility company, Alltel Communications was informed by OG & E that the easement would not be feasible for the work to be performed. The easement runs on the west fence line of the Street Maintenance Location. OG&E is concerned they will have problems in this area due to the riverbed area of the creek on the south end of the easement. A suggestion was made to change the easement in order to run OG&E lines, and all other utilities, further to the east through our Street Maintenance lot. A survey company, Alltel Communications construction group and our Street Maintenance personnel walked through the area locating a better option. To effectuate this change, staff is requesting that the current easement (E-0809-90) approved in April, 2009, be released from use and a new easement approved (E-0910-40). The new easement will still run on the west side of the fence line, but will curve inward to the east and run through the Street Maintenance lot to the facilities at the base of the monopole.



RECOMMENDATION:

Staff recommends approval to Release E-0809-90 to now be referenced as RE-0809-90 and accept Easement E-0910-40 for utility installation.

Reviewed by: Steve Lewis, City Manager   
Jeff Bryant, City Attorney   
Shawn O'Leary, Director of Public Works   
Gary Lowe, Information Systems Manager   
Greg Hall, Streets Division Supervisor 

Attachments: Release of Easement 0809-90  
Easement 0910-40

GRANT OF EASEMENT

City of Norman

Easement No. E-0809-90

KNOW ALL MEN BY THESE PRESENTS:

THAT The City of Norman, a municipal corporation, Grantor, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto Alltel Communications, Inc., a public utility easement and right-of-way access easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Attached Exhibit "A" & Exhibit "B"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a cellular telephone tower on the utility and right-of-way access easement for ingress and egress on, over, and through that portion of Grantor's property described in Exhibit "A" and Exhibit "B". The purpose of the utility easement and right-of-way access easement is to operate a cellular telephone tower. The Grantor shall not be responsible to install or maintain any improvements.

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 28th day of April, 20 09.

BY:

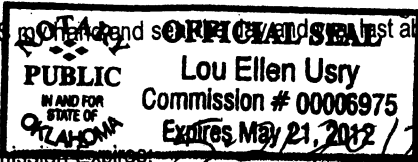
Cindy S. Ritz

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 28th day of APRIL, 20 09 personally appeared CINDY ROENTHAL to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he/she executed the same as his/her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal this day.



Lou Ellen Usry  
Notary Public

My Commission Expires: May 21, 2012

Approved as to form and legality this 3rd day of April, 20 09.

Robert R. Kraybill  
City Attorney

Approved and accepted by the Council of the City of Norman, this 28th day of April, 20 09.

Cindy S. Ritz  
Mayor

ATTEST:

Brenda Hall  
City Clerk

SEAL:

Site: OU Maintenance Yard

H&amp;S No.: 3012.00%

Date: 10-19-2007

**PARENT TRACT DESCRIPTION**

*A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less. (WARRANTY DEED RECORDED IN BOOK 82, PAGE 395, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)*

AND

*All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I. M., lying West of the A.T. & S.F. Right-of-way. (WARRANTY DEED RECORDED IN BOOK 82, PAGE 396, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)*

**PROPOSED LEASE SITE DESCRIPTION**

*A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:*

*Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4 a distance of 112.96 feet to a point; Thence S 00°13'07" E perpendicular to said North line a distance of 590.49 feet to a Mag Nail set for the Northeast corner, said corner being the Point of Beginning; Thence S 05°33'44" E a distance of 50.00 feet to a Mag Nail set for the Southeast corner; Thence S 84°26'16" W a distance of 50.00 feet to a Mag Nail set for the Southwest corner; Thence N 05°33'44" W a distance of 50.00 feet to a Mag Nail set for the Northwest corner; Thence N 84°26'16" E a distance of 50.00 feet to the Point of Beginning. Containing 2,500.00 square feet or 0.057 acres more or less.*

**PROPOSED ACCESS/UTILITY EASEMENT DESCRIPTION**

*A 35.00 foot wide easement for ingress, egress and utility purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline:*

*Commencing at a Mag Nail set for the Northeast Corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°36'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 feet to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.*

**PROPOSED UTILITY EASEMENT DESCRIPTION**

*A 10.00 foot wide easement for utility purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 10.00 foot wide easement being 5.00 feet on each side of the following described centerline:*

*Commencing at a Mag Nail set for the Southwest Corner of the above described 0.057 acre lease site; Thence N 05°33'44" W on the West line of said 0.057 acre Lessee lease site a distance of 5.00 feet to a point, said point being the Point of Beginning; Thence S 84°26'16" W a distance of 113.90 feet to a point; Thence N 50°51'25" W a distance of 72.33 feet to a point; Thence N 31°44'03" W a distance of 120.92 feet to a point; Thence N 00°32'45" W a distance of 306.92 feet to the point of termination. Side lines of said 10.00 foot wide easement to be shortened or extended such as to begin on the West line of said 0.057 acre Lessee's lease site and terminate at 5.00 feet either side of and perpendicular to described centerline.*





Item 24, being:

CONTRACT NO. K-0809-46: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ALLTEL COMMUNICATIONS, L.L.C., FOR THE CONSTRUCTION AND LEASE OF A MONOPOLE TOWER SITE LOCATED AT THE STREET MAINTENANCE FACILITY AT 668 EAST LINDSEY STREET AND GRANTING OF EASEMENT NO. E-0809-90.

Councilmember Cubberley moved that Contract No. K-0809-46 with ALLTEL Communications, L.L.C., be approved, Easement No. E-0809-90 be granted, and the execution of the contract and easement be authorized, which motion was duly seconded by Councilmember Quinn;

Items submitted for the record

1. Memorandum dated April 9, 2009, from Jennifer Gray, Telecommunications Administrator, to the Honorable Mayor and Councilmembers
2. Contract No. K-0809-46 with Exhibit A, Site Description
3. Location map
4. Easement No. E-0809-90 with Exhibit A, legal description, and Exhibit B, location map

Participants in discussion

1. Ms. Jennifer Gray, Telecommunications Administrator
2. Mr. George Eyler, 201 Overton Drive, asked questions

and the question being upon approving Contract No. K-0809-46 with ALLTEL Communications, L.L.C., and upon the subsequent grant and authorization, a vote was taken with the following result:

YEAS:	Councilmembers Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Thompson, Mayor Rosenthal
-------	--

NAYES:	None
--------	------

The Mayor declared the motion carried and Contract No. K-0809-46 with ALLTEL Communications, L.L.C., approved; Easement No. E-0809-90 was granted and the execution of the contract and easement was authorized.

\* \* \* \* \*

Item 25, being:

CONTRACT NO. K-0809-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN OPTIMIST CLUB FOR THE USE OF THE REAVES PARK BASEBALL COMPLEX FOR A PERIOD OF FIVE YEARS.

Councilmember Dillingham moved that Contract No. K-0809-141 with the Norman Optimist Club for a period of five years be approved and the execution thereof be authorized, which motion was duly seconded by Councilmember Kovach;

Items submitted for the record

1. Memorandum dated April 14, 2009, from Jud Foster, Director of Parks and Recreation, to Honorable Mayor and Councilmembers
2. Contract No. K-0809-141 with Exhibit A, Responsibilities of Norman Optimist Club, and Exhibit B, Responsibilities of the City of Norman
3. Reaves Park Baseball Complex diagram

and the question being upon approving Contract No. K-0809-141 with the Norman Optimist Club for a period of five years and upon the subsequent authorization, a vote was taken with the following result:

YEAS:	Councilmembers Butler, Cubberley, Dillingham, Ezzell, Griffith, Kovach, Quinn, Thompson, Mayor Rosenthal
-------	--

NAYES:	None
--------	------

The Mayor declared the motion carried and Contract No. K-0809-141 with the Norman Optimist Club for a period of five years approved; and the execution thereof was authorized.

\* \* \* \* \*

**RELEASE OF GRANT OF EASEMENT**

Alltel Communications, LLC d/b/a Verizon Wireless ("Grantee") does hereby release the Grant of Easement in favor of Grantee by the City of Norman ("Grantor"), dated the 28<sup>th</sup> day of April, 2009, and upon the following described property situated in Cleveland County, State of Oklahoma, to-wit:

See Attached Exhibit "A" & "B"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a cellular telephone tower. Said Grant of Easement being recorded in the office of the County Clerk in and for said County in Book 85 at Pages 395 & 396. The County Clerk is hereby authorized and directed to release the Grant of Easement upon the record thereof in accordance with the Statute in such cases made and provided.

IN WITNESS WHEREOF, I have set my hand and seal in my office at Charlotte, North Carolina  
this 20 day of January, 2010.

Alltel Communications, LLC d/b/a Verizon Wireless

BY: \_\_\_\_\_

Hans F. Leutenegger  
Area Vice President Network

SUBSCRIBED and sworn to before me this 20 day of January, 2010, by Hans F. Leutenegger of Alltel Communications, LLC, a Delaware limited liability company, d/b/a Verizon Wireless

LYNNE CARLISLE  
Notary Public, North Carolina  
Mecklenburg County  
My Commission Expires  
March 20, 2011

Lynne Carlisle  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

Exhibit "A"

PARENT TRACT DESCRIPTION

A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less. (WARRANTY DEED RECORDED IN BOOK 82, PAGE 395, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)

AND

All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I. M., lying West of the A.T. & S.F. Right-of-way. (WARRANTY DEED RECORDED IN BOOK 82, PAGE 396, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)

Exhibit "B"  
Utility Easement to Be Released

A tract of land lying in and being a part of NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma: said tract being more particularly described as follows:

**PROPOSED ACCESS/UTILITY EASEMENT DESCRIPTION**

A 35.00 foot wide easement for ingress, egress and utility purposes crossing a part of the section above described. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline.

Commencing at a Mag Nail set for the Northeast Corner of the above described 0.057 acre lease site: Thence S 84°26'16" W on the North line of said 0.057 acre lease site a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°36'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 feet to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.

**PROPOSED UTILITY EASEMENT DESCRIPTION**

A 10.00 foot wide easement for utility purposes crossing a part of the section above described. Said 10.00 foot wide easement being 5.00 feet on each side of the following described centerline.

Commencing at a Mag Nail set for the Southwest Corner of the above described 0.057 acre lease site: Thence N 05°33'44" W on the West line of said 0.057 acre Lessee lease site a distance of 5.00 feet to a point, said point being the Point of Beginning; Thence S 84°26'16" W a distance of 113.90 feet to a point; Thence N 50°51'25" W a distance of 72.33 feet to a point; Thence N 31°44'03" W a distance of 120.92 feet to a point; Thence N 00°32'45" W a distance of 306.92 feet to the point of termination. Side lines of said 10.00 foot wide easement to be shortened or extended such as to begin on the West line of said 0.057 acre Lessee's lease site and terminate at 5.00 feet either side of and perpendicular to described centerline.



**GRANT OF EASEMENT**  
City of Norman

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Norman, a municipal corporation ("Grantor") in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto Alltel Communications, LLC d/b/a Verizon Wireless ("Grantee"), a public utility easement and right-of-way access easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Attached Exhibit "C" & "D"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a cellular telephone tower. The Grantor shall not be responsible to install or maintain any improvements.

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BY: \_\_\_\_\_  
GRANTOR

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_ 2010.

\_\_\_\_\_  
Cindy Rosenthal, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

SEAL:

Approved as to form and legality this 14<sup>th</sup> day of February 2010.

B. B. Tugay  
City Attorney



Site: OU Maintenance Yard  
H&S No.: 3012.0073  
Date: 11-19-2009

#### PARENT TRACT DESCRIPTION

*A tract of land described as follows: The East Sixty-six (66) feet of the West Half (W/2) of the Northeast Quarter (NE/4) of the Northeast Quarter (NE/4) of the Northwest Quarter (NW/4) of Section Five (5), of Township Eight North (8N), Range Two West (2W), Cleveland County, Oklahoma, containing one acre, more or less. (WARRANTY DEED RECORDED IN BOOK 82, PAGE 395, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)*

AND

*All that part of the East One-half (E 1/2) of the Northeast Quarter (NE/4) of Lot Three (3), Section Five (5), Township Eight North, Range Two West of the I. M., lying West of the A.T. & S.F. Right-of-way. (WARRANTY DEED RECORDED IN BOOK 82, PAGE 396, RECORDS OF THE COUNTY CLERK, CLEVELAND COUNTY, OKLAHOMA)*

#### PROPOSED LEASE SITE DESCRIPTION

*A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:*

*Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4 a distance of 112.96 feet to a point; Thence S 00°13'07" E perpendicular to said North line a distance of 590.49 feet to a Mag Nail set for the Northeast corner, said corner being the Point of Beginning; Thence S 05°33'44" E a distance of 50.00 feet to a Mag Nail set for the Southeast corner; Thence S 84°26'16" W a distance of 50.00 feet to a Mag Nail set for the Southwest corner; Thence N 05°33'44" W a distance of 50.00 feet to a Mag Nail set for the Northwest corner; Thence N 84°26'16" E a distance of 50.00 feet to the Point of Beginning. Containing 2,500.00 square feet or 0.057 acres more or less.*

#### PROPOSED ACCESS EASEMENT DESCRIPTION

*A 35.00 foot wide easement for ingress, egress purposes crossing a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma as described in Volume 82, Page 395 and 396, Deed Records of Cleveland County, Oklahoma. Said 35.00 foot wide easement being 17.50 feet on each side of the following described centerline:*

*Commencing at a Mag Nail set for the Northeast Corner of the above described 0.057 acre lease site; Thence S 84°26'16" W on the North line of said 0.057 acre lease site a distance of 25.00 feet to a point, said point being the Point of Beginning; Thence N 24°36'29" W a distance of 427.07 feet to a point; Thence N 00°40'13" W a distance of 170.86 feet to a point of termination on the South right of way line of Lindsey Street, a public road. Side lines of said 35.00 foot wide easement to be shortened or extended such as to begin on the North line of said 0.057 acre Lessee's lease site and terminate on the South right of way line of Lindsey Street, a public road to the North.*

#### PROPOSED UTILITY EASEMENT DESCRIPTION

*A tract of land lying in and being a part of the NE/4 of the NW/4 of Section 5, Township 8 North, Range 2 West of the Indian Meridian as described in Book 82, Page 395 and 396, Records of County Clerk, Cleveland County, Oklahoma; said tract being more particularly described as follows:*

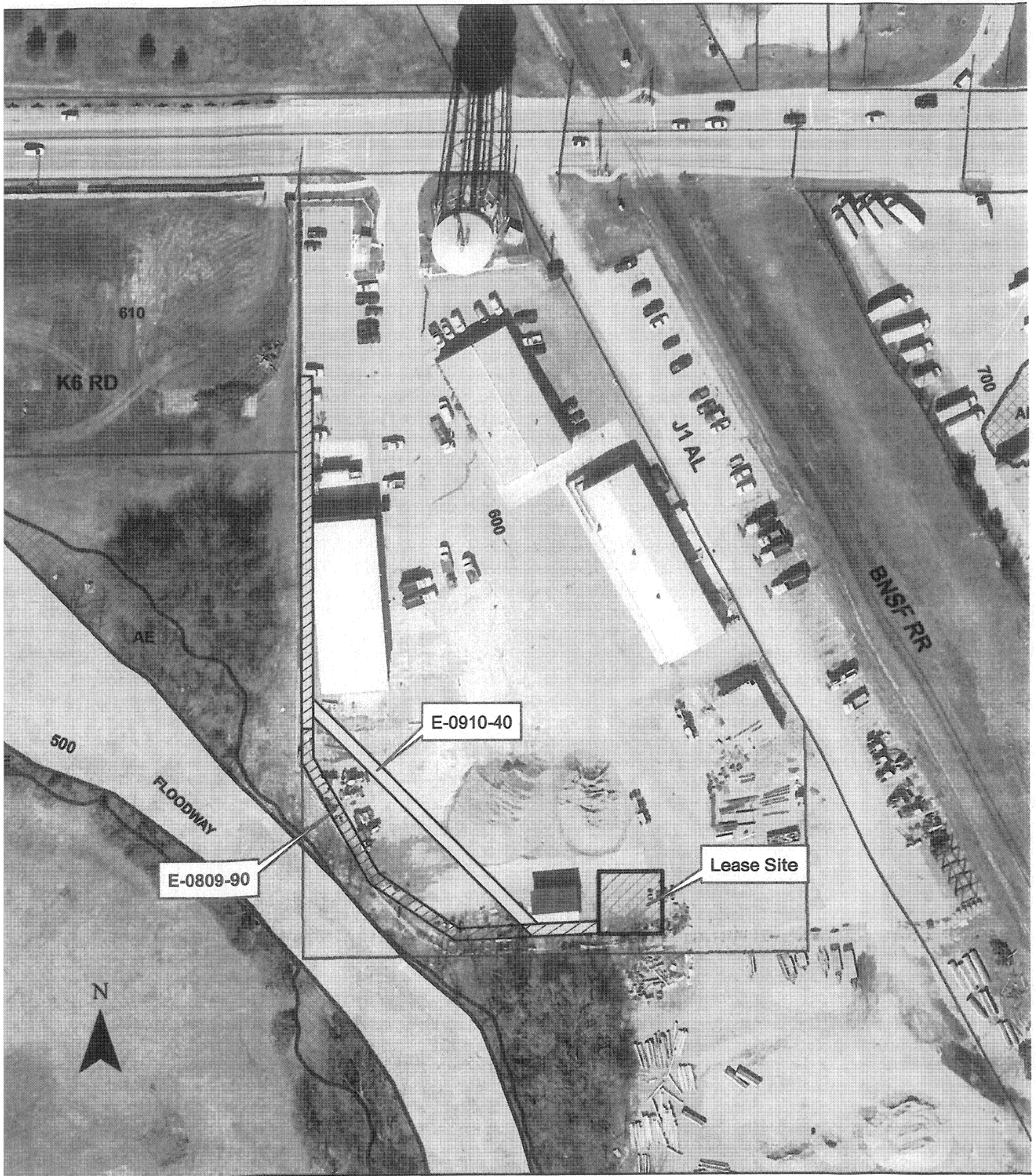
*Commencing at a Brass Cap Monument found for the Northeast corner of said NW/4; Thence S 89°46'53" W on the North line of said NW/4 a distance of 387.76 feet to a point on said North line; Thence S 00°13'07" E perpendicular to said North line, a distance of 194.70 feet to the Point of Beginning; Thence S 00°32'45" E a distance of 260.87 feet to a point; Thence S 44°58'10" E a distance of 253.01 feet to a point; Thence N 84°04'35" E a distance of 48.95 feet to a point on the West line of the above described 0.057 acre Lease Site; Thence S 05°33'44" E on said West line of 0.057 acre Lease Site, a distance of 10.00 feet to a point on said West line; Thence S 84°04'35" W a distance of 53.65 feet to a point; Thence N 44°58'10" W a distance of 247.57 feet to a point; Thence S 00°32'45" E a distance of 9.53 feet to a point; Thence S 89°27'15" W a distance of 10.00 feet to a point; Thence N 00°32'45" W a distance of 284.69 feet to a point; Thence N 89°27'15" E a distance of 10.00 feet to the Point of Beginning, containing 5,862.72 square feet or 0.135 acres, more or less.*

Prepared by: H & S SURVEYING, INC.

P.O. BOX 391  
201 N. BICKFORD  
EL RENO, OK 73036  
(405) 262-0249

EXHIBIT

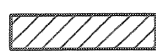
D



## Easement Location Map

600 E. Lindsey

1 inch equals 100 feet



Utility Easement to be Released



Proposed Utility Easement



9. ITEM: CONSIDERATION OF GRANTING EASEMENT NO. E-0910-48 TO OKLAHOMA GAS AND ELECTRIC COMPANY FOR THE PHASE I WATER TREATMENT PLANT EXPANSION AND REHABILITATION PROJECT.

EASEMENT NO.  
E-0910-48

GRANTOR  
CITY OF NORMAN

EASEMENT  
PERMANENT  
PUBLIC UTILITY

INFORMATION: The Phase I Water Treatment Plant (WTP) Expansion and Rehabilitation Project will increase the treatment capacity from fourteen (14) to seventeen (17) gallons per day (MGD) including construction of a new electrical building to accommodate future WTP expansions; rehabilitation of existing electrical infrastructure; construction of a new emergency generator; installation of a new solids contact clarifier; rehabilitation of existing solids contact Clarifier No. 3; and replacement of filter media in eight (8) filters, distribution system pump motors, the lime, alum and carbon dioxide feed systems, and the powdered activated carbon feed system. The above-described public utility easement needs to be granted to Oklahoma Gas and Electric Company to supply power to the new electrical building and generator. The Assistant City Attorney and Utilities Staff have examined the easement and found it to be in order and proper as to for and Staff recommends the easement be granted. Copies of an advisory memorandum, easement, and location map are included in the Agenda Book.

ACTION NEEDED: Motion to grant Easement No. E-0910-48 to Oklahoma Gas and Electric Company; and, if granted, direct the execution thereof.

ACTION TAKEN: \_\_\_\_\_





# office memorandum

**DATE:** February 9, 2010  
**TO:** Mayor and Council of City of Norman  
**FROM:** Chris Mattingly, Utilities Superintendent *CM*  
**SUBJECT:** Agenda Item: Donation of Permanent Easement for the Phase I Water Treatment Plant Expansion/Rehabilitation Project (WB0132)

**BACKGROUND:** The Phase I WTP Expansion will increase our treatment capacity from 14 to 17 million gallons per day (MGD) as well as rehabilitating essential equipment. The project scope generally includes:

- rehabilitate existing electrical and SCADA infrastructure and provide new electrical building to accommodate future WTP expansions;
- construction of a new emergency generator;
- installation of a new solids contact clarifier,
- rehabilitation of existing solids contact clarifier no. 3;
- the replacement of filter media in eight filters;
- replacement of distribution system pump motors;
- replacement of our lime, alum and carbon dioxide feed systems; and
- replacement of the powdered activated carbon feed system.

Phase I began September 2009 and is expected to be complete February 2011.

**DISCUSSION:** The following permanent easement needs to be granted to Oklahoma Gas & Electric (OG&E) to supply power to our new electrical building and generator. The new power supply will enter our property from the west as illustrated in Exhibit "A" of the attached easement. This easement is required before OG&E will install appurtenances necessary to make the project successful. Staff has reviewed the easement agreement and recommends that the City of Norman donate the following permanent utility easement:

<u>Easement No.</u>	<u>Grantor</u>	<u>Grantee</u>	<u>Easement</u>	<u>Cost</u>
E-0910-48	City of Norman	Oklahoma Gas & Electric	Permanent Utility Easement	\$0

**RECOMMENDATION:** Staff recommends that the City of Norman donate the permanent easement referenced above.

Reviewed by: Mark Daniels, Utilities Engineer *MD*  
Reviewed by: Kenneth Komiske, Utilities Director *KK*  
Reviewed by: Susan Connors, Planning Director *SC*  
Reviewed by: Anthony Francisco, Director of Finance *A. Francisco*  
Reviewed by: Jeff Bryant, City Attorney *J. Bryant*  
Reviewed by: Steve Lewis, City Manager *SL*

**GRANT OF EASEMENT**

KNOW ALL MEN BY THESE PRESENTS:

THAT, The City of Norman, a municipal corporation, in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto Oklahoma Gas & Electric Company, a public utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

SEE EXHIBIT "A"

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) and/or roadway(s) as indicated below:

Underground Electric Line

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

**REPRESENTATIVE ACKNOWLEDGMENT**

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_ day \_\_\_\_\_ of \_\_\_\_\_, 200\_\_, personally appeared \_\_\_\_\_

\_\_\_\_\_, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that \_\_\_\_\_ executed the same as \_\_\_\_\_ free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Approved as to form and legality this 10<sup>th</sup> day of February, 2000.

[Signature]  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

SEAL:



**Exhibit "A"**  
**OG&E EASEMENT**  
**Legal Description**

A utility easement located in the Northeast Quarter (NE/4) of Section 27, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma, being more particularly described as follows;

Commencing at the Northwest corner of said Northeast Quarter;

Thence South 00°10'45" East, along the west line of said Northeast Quarter, a distance of 648.10 feet to the Point of Beginning;

Thence North 90°00'00" East a distance of 427.56 feet;

Thence North 00°00'00" East a distance of 159.08 feet;

Thence North 90°00'00" West a distance of 56.82 feet;

Thence North 00°00'00" East a distance of 10.00 feet;

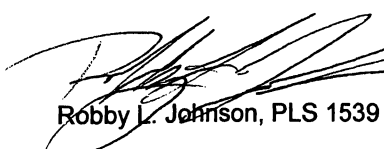
Thence North 90°00'00" East a distance of 71.82 feet;

Thence South 00°00'00" West a distance of 184.08 feet;

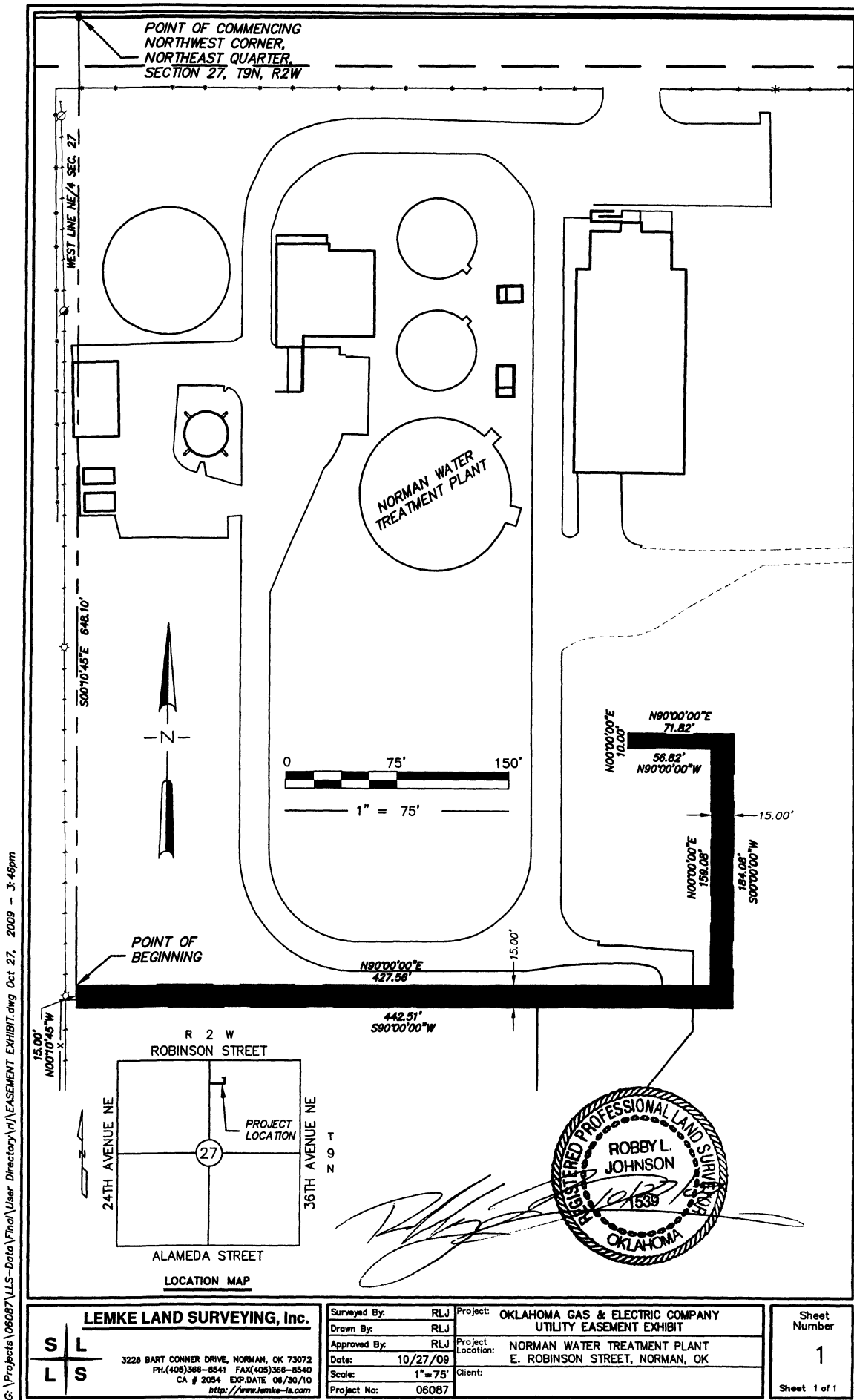
Thence South 90°00'00" West a distance of 442.51 feet to a point in the west line of said Northeast Quarter;

Thence North 00°10'45" West, along said west line, a distance of 15.00 feet to the Point of Beginning, containing 9742.42 square feet or 0.22 acres of land, more or less.

Basis of Bearings – Oklahoma State Plane Grid Bearings

  
Robby L. Johnson, PLS 1539





10. ITEM: CONSIDERATION OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-0910-4 FOR ROCK CREEK VIEW AND ACCEPTANCE OF EASEMENT NO. E-0910-49.

LOCATION: Generally located one-half mile east of 48th Avenue N.E. on the north side of East Rock Creek Road.

INFORMATION:

1. Owner. Jack and Peggy Harmon.
2. Developer. Jack and Peggy Harmon.
3. Surveyor. Pollard and Whited Surveying, Inc.

HISTORY:

1. Refer to the Planning Commission Staff Report, January 14, 2010.
2. January 14, 2010. Planning Commission, by a vote of 9-0, recommended to City Council that Certificate of Survey No. COS-0910-4 for Rock Creek View be approved.

PUBLIC DEDICATIONS:

1. Easements. Easement No. E-0910-49, a public roadway, utility and drainage easement and a cross access easement are included with Certificate of Survey No. COS-0910-4.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; Staff Report recommending approval; letter from the surveyor; certificate of survey; Easement No. E-0910-49; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Norman Rural Certificate of Survey No. COS-0910-4; and, if approved, accept Easement No. E-0910-49 and direct the filing of Certificate of Survey No. COS-0910-4 and Easement No. E-0910-49 with the Cleveland County Clerk.

ACTION TAKEN: \_\_\_\_\_



# office memorandum

**Date:** February 2, 2010

**To:** Honorable Mayor and Councilmembers

**From:** Ken Danner, Development Coordinator *K.D.*

**Subject:** Agenda Item –Norman Rural Certificate of Survey No. COS-0910-4  
Rock Creek View

## **BACKGROUND:**

This item is Norman Rural Certificate of Survey No. COS-0910-4 located one-half mile east of 48<sup>th</sup> Avenue N.E. on the north side of East Rock Creek Road. The property is currently located in the A-2, rural agricultural zoning district. Planning Commission, at its meeting of January 14, 2010, recommended to City Council that Norman Rural Certificate of Survey No. COS-0910-4 be approved.

## **DISCUSSION:**

Each lot fulfills the (10) ten-acre minimum requirement. Each lot consists of 10.77 acres or greater. Due to the topography of Rock Creek Road, it has been determined by staff and agreed by the owner that Tracts 1 and 4 have limited sight distance. Tract 2, the western portion of the property, would allow a drive approach. Tract 3, the eastern portion of the property, would allow a drive approach. The surveyor has submitted a plan that would allow either separate drives on Tracts 2 and 3 or a common drive for Tracts 2 and 3 within a 100-foot width cross access easement with its connection with Rock Creek Road. And from this easement, a cross access easement has been provided on the certificate of survey to provide access for a parallel private driveway adjacent to Rock Creek crossing Tract 3 to serve Tract 4 and a parallel private driveway crossing Tract 2 to serve Tract 1. Tract 5 has an existing drive approach and structure and is outside of the safety concerns. City Traffic Engineer, Mr. Angelo Lombardo, has reviewed the plan and supports the proposal.

In addition, the surveyor has provided Limits of No Access on the certificate of survey to eliminate any future confusion. All of the support information will be filed as a part of the Certificate of Survey No. COS-0910-4.






Private water and sanitary sewer systems will be installed in accordance with the City standards and Oklahoma Department of Environmental Quality standards. There is adequate area to install these private utilities outside of any flood plain. This property contains flood plain located at the rear of the tracts. There is sufficient buildable area for each tract to not impact the flood plain.

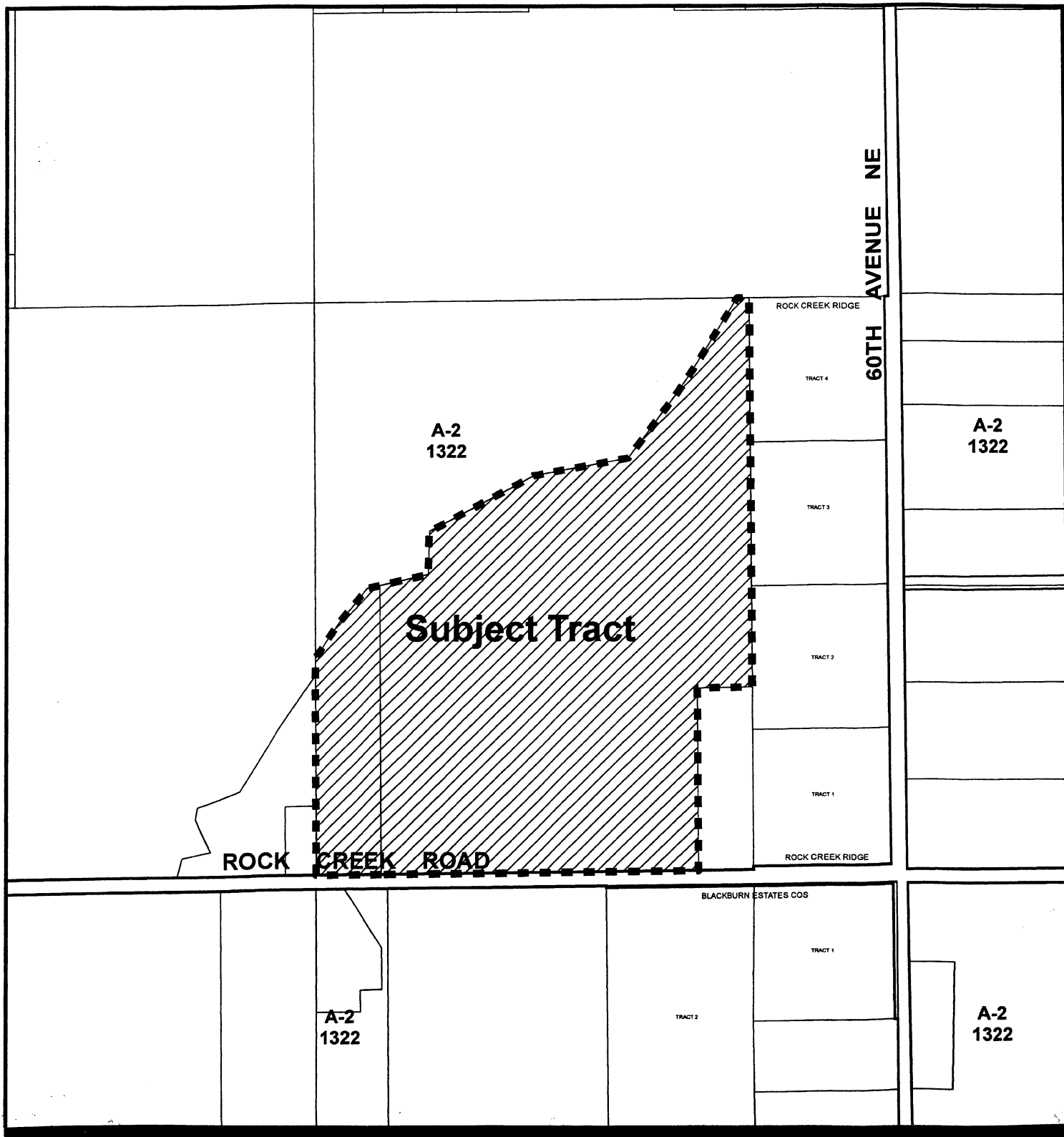
Roadway easements and other documentation are included with the certificate of survey.

**RECOMMENDATION:**

Based upon the above information, staff recommends approval of Certificate of Survey No. COS-0910-4 for Rock Creek View.

KD/tf

Reviewed by: Bob Hanger, City Engineer   
Angelo Lombardo, Traffic Engineer   
Shawn O'Leary, Director of Public Works   
Jeff Bryant, City Attorney   
Steve Lewis, City Manager 



**NORMAN RURAL CERTIFICATE OF SURVEY PLAT  
NO. COS-0910-4  
ROCK CREEK VIEW CERTIFICATE OF SURVEY**

OWNER/DEVELOPER: Jack & Peggy Harmon  
ENGINEER/SURVEYOR: Pollard & Whited Surveying, Inc.

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CERTIFICATE OF SURVEY

ITEM NO. 5

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**STAFF REPORT**

**ITEM:** Consideration of NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-0910-4 FOR ROCK CREEK VIEW.

**LOCATION:** Generally located one-half mile east of 48<sup>th</sup> Avenue NE on the north side of East Rock Creek Road.

**INFORMATION:**

1. Owners. Jack and Peggy Harmon.
2. Developer. Jack and Peggy Harmon.
3. Surveyor. Pollard & Whited Surveying, Inc.

**HISTORY:**

1. The property for the proposed development is A-2 zoning classification.

**IMPROVEMENT PROGRAM:**

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
4. Easements. Roadway, drainage and utility easement will be granted for Rock Creek Road by the owner and will be filed of record with the certificate of survey.
5. Acreage. Tract 1 is approximately 23.5 acres; Tract 2 is approximately 13.9 acres; Tract 3 is approximately 12.7 acres and Tract 4 is approximately 10.75 acres. Tract 5 was an existing legal tract with 7.6 acres, however, the owner will purchase 3.6 acres to create an 11.2 acre tract.

**IMPROVEMENT PROGRAM, con't:**

6. Flood Plain. The rear of the property contains flood plain; however the owners do not intend to build in this area.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, Norman Rural Certificate of Survey No. COS-0910-4 for Rock Creek View are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** There is an existing drive approach providing ingress and egress to Tract No. 5. Due to the topography of Rock Creek Road, it has been determined Tracts 1 and 4 have limited site distance. Tract 2, the western portion of the property, would allow a drive. Tract 3, the eastern portion of the property, would allow a drive. To eliminate their potential safety concerns the surveyor has submitted a plan that would allow either separate drives on Tracts 2 and 3 or a common drive for Tracts 2 and 3 within the 100-foot width cross access easement and off of these drive/s cross access easement has been provided to allow a private drive parallel to Rock Creek Road crossing Tract 3 to serve Tract 4 and crossing Tract 2 to serve Tract 1. The Traffic Engineer, Angelo Lombardo has reviewed the plan and supports the proposal. This information will be filed of record with the Certificate of Survey. Staff recommends approval of the Norman Rural Certificate of Survey No. COS-0910-4 for Rock Creek View.

**ACTION NEEDED:** Approve or disapprove Certificate of Survey No. COS-0910-4 for Rock Creek View.

**ACTION TAKEN:** \_\_\_\_\_



# **POLLARD & WHITED SURVEYING, INC.**

2514 Tee Drive Norman, OK 73069

405-366-0001

Fax 366-1114

*pwsurvey@sbcglobal.net*

November 6, 2009

## **City Of Norman**

201 W. Gray

Norman, OK 73070

**Attn: Ken Danner**

**Re: Proposed "Norman Rural Certificate Of Survey Subdivision"**

**"Rock Creek View"** in the SE1/4 of Sec.13,T9N,R2W, I.M.

Norman, Cleveland County, Oklahoma

**Ken,**

The proposed "**Norman Rural Certificate Of Survey Subdivision**", "**Rock Creek View**", is attached. The property is located on the North side of Rock Creek Road between 48th Avenue NE and 60th Avenue NE. The total property is located in the SE1/4 of Sec.13,T9N,R2W. The property will be subdivided into five (5) tracts for single family residential dwellings. **The current owner and applicant is Jack S. Harmon and Peggy A. Harmon, husband and wife.**

### **ATTACHED:**

- (1) Application (City form)
- (2) Certificate Of Survey with Legal Descriptions
- (3) Additional 17' Section Line Easement
- (4) Cross Access Easement
- (5) Norman GIS Map with 2 foot contours
- (6) Check for City fee

This proposed subdivision went through the "**PRE-DEVELOPMENT INFORMATIONAL MEETING**" on October 22, 2009. All questions were answered to everyone's satisfaction.

**I hereby request, on behalf of the owner, that this be placed on the agenda for consideration of the Norman Planning Commission at the next available meeting.**

Then if approved, I hereby request that it be placed on the next available City Council agenda for their approval.

"Tract 5" is on the extreme west side. Erich and Lindsey Von Holt has an existing 7.618 acre tract that was created prior to the NORMAN 2020 LAND USE AND TRANSPORTATION PLAN. Von Holt proposes to purchase from Harmon an additional 3.619 acres to add to the existing tract. This will make the Von Holt property an 11.237 acre tract. Von Holt plans to build a home on this tract. Von Holt's final total property is shown and described as "Tract 5" on the Survey drawing and documentation.

After selling the 3.619 acres to Von Holt, the Harmon's have 60.787 acres that will be subdivided into four (4) tracts of at least 10 acres each. These four (4) tracts are shown and described as "Tracts 1, 2, 3 and 4" on the Survey drawing and documentation.

Each home will have access from Rock Creek Road. A "Cross Access Easement" is shown on the Survey drawings. Sheet 9 of 9 of the Survey is the actual instrument to create it. This will provide access to Tracts 1, 2, 3 and 4. Tract 5 has an existing drive. Angelo Lombardo, Traffic Engineer, with the City of Norman has approved the locations of the drives.

The northerly boundary of Harmon's property and Von Holt's property is the center line of Rock Creek. There is a Flood Plain Zone A along Rock Creek according to the current FEMA Flood Insurance Rate Map (FIRM) for "Cleveland County Oklahoma And Incorporated Areas". This is shown on Map Number 40027C0215H, revised September 26, 2008. The location of Zone A, based on the FIRM, is shown on the Survey drawing.

Each home will have individual water wells and sewer systems which meet the Oklahoma Department Of Environmental Quality standards. Each tract has adequate area for individual systems. The areas, on each tract out of the flood plain, are more than adequate for individual sewer systems even if the soil tests are not ideal for conventional lateral fields. There are adequate areas for alternate sewer systems if required.

I have spoken to David Woods, with the City of Norman, concerning any oil or gas wells and pipelines that may exist on the property. David has reviewed his maps and information for this area and has indicated that there is one (1) plugged well in the approximate center of the SE1/4-SW1/4-SE1/4. I have located the well in the field and a State Plane Coordinate with elevation is shown. Distances from the Section Lines to the well are also shown. The coordinate was determined using the "City of Norman Survey Control Network".

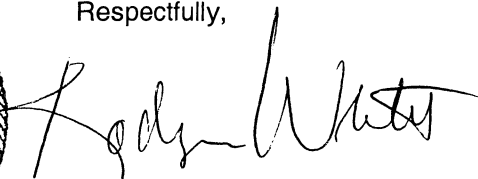
The plugged well will have a 45' radius building line around it. David has also indicated that there is one pipeline crossing the property. The pipeline is in the existing 50' pipeline easement shown on the Survey drawing running north-south across the east part of Tract 5. This is based on the existing pipeline markers I have located in the field. The filed pipeline easement, indicated by Book and Page, specifically describes and illustrates a 50' wide easement as shown on the Survey. There is not any wording, clauses or specifications in the recorded easement that prohibits any structures except within the 50' easement.

I have also spoke to Mike Berggren with the Bureau Of Reclamation about any possible Flowage Easements they may have for Lake Thunderbird. He has checked their records and has determined that there are none crossing this property.

If you have any questions please call. You can also fax me at 366-1114 or e-mail me at [pwsurvey@sbcglobal.net](mailto:pwsurvey@sbcglobal.net).



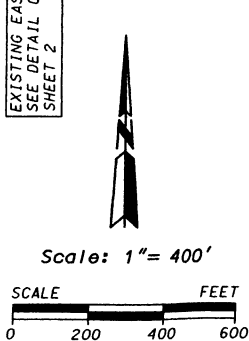
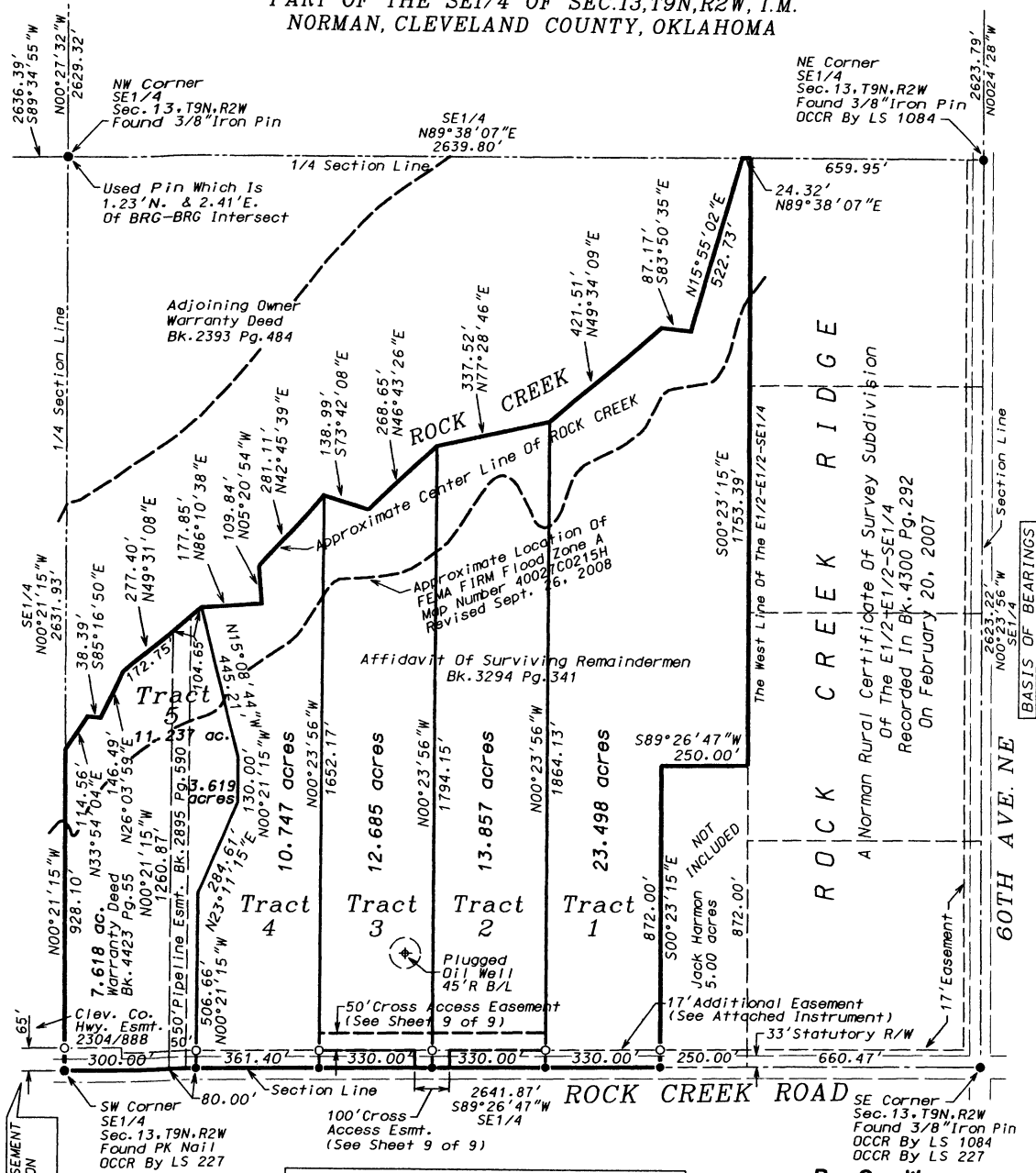
Respectfully,

  
Rodger Whited, PLS 1298

# ROCK CREEK VIEW

## A NORMAN RURAL CERTIFICATE OF SURVEY SUBDIVISION

PART OF THE SE1/4 OF SEC.13,T9N,R2W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA

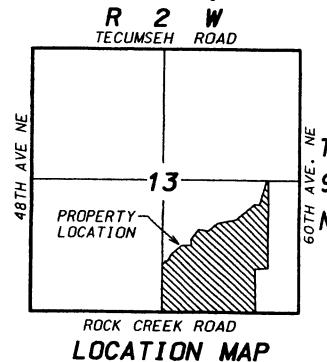


Note: Bearings Are Based On N00°23'56"W On The East Line Of The SE1/4 As Shown To Match The Survey Of ROCK CREEK RIDGE A Norman Rural Certificate Of Survey Subdivision Of The E1/2-E1/2-SE1/4 Of Sec.13, Shown Hereon.

(O) Indicates Set 1/2" Iron Pin With Plastic Cap Marked: "WHITED PLS 1298" Unless Otherwise Noted.

(●) Indicates Set PK Nail Unless Otherwise Noted.

CCCR : Indicates "Oklahoma Certified Corner Record" On File With The Oklahoma Department Of Libraries, Archives & Records Division In OKC.



**POLLARD & WHITED SURVEYING, INC.**

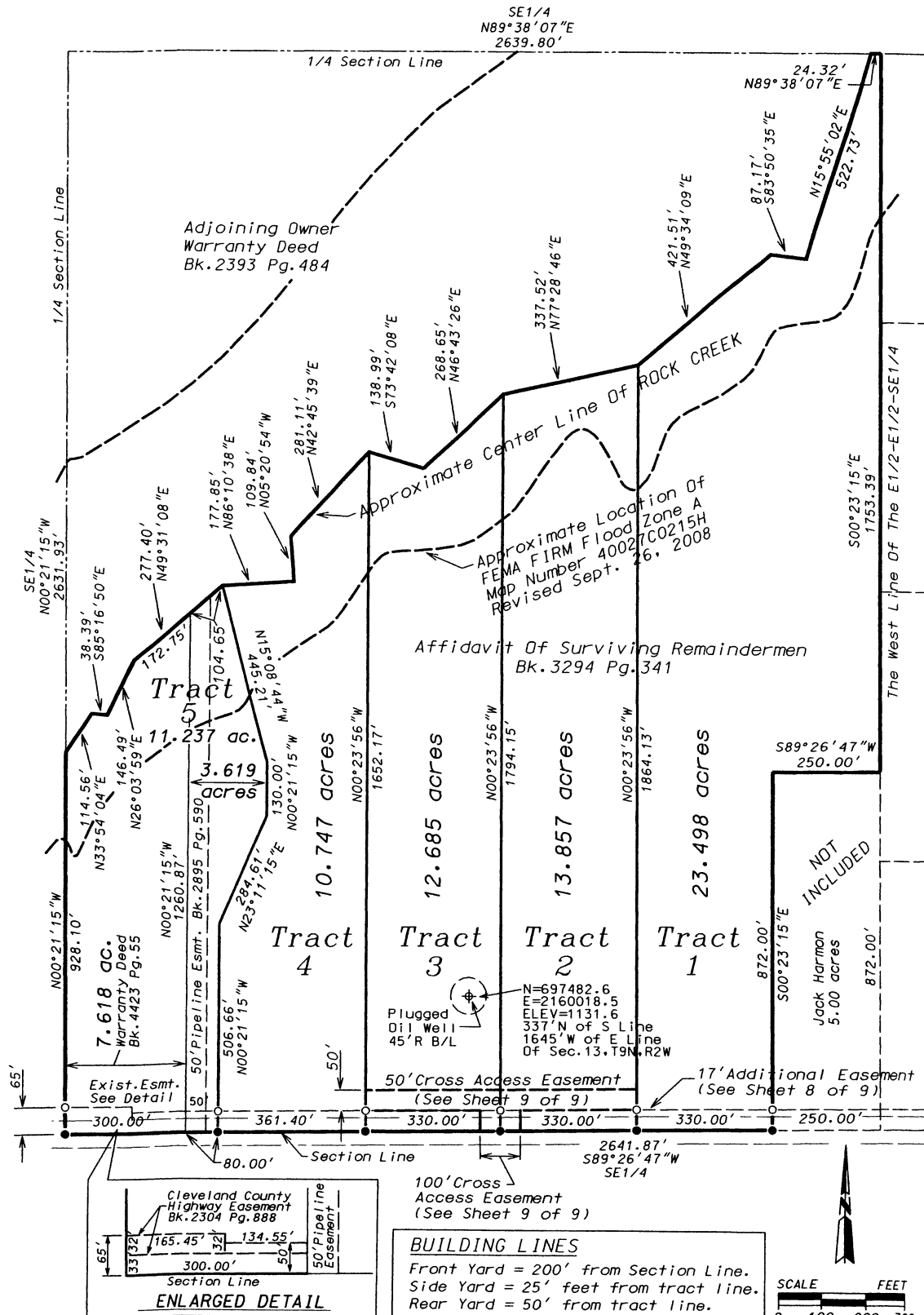
2514 Tee Drive Norman, OK 73069

405-366-0001

CA 2380 exp. 6-30-11

Jack & Peggy Harmon		
Norman Rural Certificate Of Survey Subdivision		
Part Of The SE1/4 Of Sec.13,T9N,R2W		
Norman, Cleveland County, Oklahoma		
September 28, 2009	Drawn By: R. Whited	
13C9N2W.dgn	GPS GR-3/FC2200	Sheet 1 of 9

# ENLARGED DETAIL SHEET



**POLLARD & WHITED SURVEYING, INC.**

2514 Tee Drive

Norman, OK 73069

405-366-0001

CA 2380 exp. 6-30-11

Jack & Peggy Harman

Norman Rural Certificate Of Survey Subdivision

Part Of The SE1/4 Of Sec. 13, T9N, R2W

Norman, Cleveland County, Oklahoma

September 28, 2009

Drawn By: R. Whited

13C9N2W.dgn

GPS GR-3/FC2200

Sheet 2 of 9

## **CERTIFICATE OF SURVEY**

I, Rodger Whited, a Professional Land Surveyor hereby certify that the attached drawing is a true and accurate representation of a survey of the described property and is subject to the following notes and qualifying statements.

I further certify that this survey meets or exceeds the current "Oklahoma Minimum Standards For The Practice Of Land Surveying" as adopted by the Oklahoma State Board Of Licensure For Professional Engineers and Land Surveyors.

## **SURVEYOR'S REPORT AND NOTES**

(1) This Survey has been prepared to create a "Norman Rural Certificate Of Survey Subdivision" to be known as "Rock Creek View". This is an unplatted but filed subdivision, as specified in the Norman Subdivision Regulations Sec.19-606.

(2) The Boundary of Sec.13,T9N,R2W is based on the General Land Office (GLO) original government Survey approved January 3, 1874. It is further based on "Oklahoma Certified Corner Records" (OCCR) on file with the Oklahoma Department Of Libraries, Archives & Records Division in Oklahoma City.

(3) The Survey is also based on the Legal Description from the "Affidavit Of Surviving Remaindermen" recorded in Book 3294 Page 341 AND the Warranty Deed recorded in Book 4423 Page 55. These existing Legal Descriptions are lacking in some aspects. For example: they use cardinal directions (North-South-East-West) to describe the directions of the boundary lines AND distances are not given on all the lines and/or sides. An example of not stating a distance and/or bearing is where both descriptions state "along the center of Rock Creek". The "center of Rock Creek" is known as a "Natural Monument". Calls to Natural Monuments supercede any distances or bearing. The land extends to the center of Rock Creek regardless.

(4) "Tract 5" is the west 7.618 acres of the SE1/4 south of Rock Creek combined with an additional 3.619 acres east of the 7.618 acres. The existing 7.618 acres (now shown on the Warranty Deed recorded in Book 4423 Page 55) existed prior to the Norman 2020 Land Use And Transportation Plan. The current owner of the 7.618 acres wants to combine it with the 3.619 acres to make one building site. The total 11.237 acres is hereby designated as "Tract 5" and a total Legal Description for "Tract 5" is shown hereon.

(5) There is one (1) plugged oil well in the approximate center of the SE1/4-SW1/4-SE1/4. The well is shown on Tract 3. Distances from the Sections Lines to the well are shown on Sheet 2 of 9. The plugged well is required to have and will have a 45' radius building line around it.

(6) There is one active petroleum product pipeline crossing the property. The pipeline is in the existing 50' pipeline easement shown on the Survey drawing. The pipeline runs north-south across Tract 5. This is based on the existing pipeline markers I have located in the field and the pipeline easement recorded in Book 2895 Page 590. The filed easement specifically describes and illustrates a 50' wide easement as shown on this Survey. There is not any wording, clauses or specifications in the recorded easement that prohibits any structures except within the 50' easement.

(7) An additional 17.00 feet of easement will be granted to the City of Norman along the existing Statutory Section Line Right-Of-Way on the South side of the property. This is shown on the drawing and is described by an instrument (Sheet 8 of 9) attached to and made a part of this total Certificate Of Survey.

(8) There is an existing "Highway Easement" across part of Tract 5. It is recorded in Book 2304 Page 888. It is along the south side of the 7.618 acres described in the Warranty Deed recorded in Book 4423 Page 55. It is 65' North-South along the West side of Tract 5 and extends East 165.45'. This "Highway Easement" also describes an additional 17' North of the Statutory Right-Of-Way on the remainder of the 7.618 acres. The "Highway Easement" is shown on Sheet 1 of 9 and is further illustrated on a detail drawing shown on Sheet 2 of 9.

(9) The bearings for the attached Survey are based on N00°23'56"W between existing monuments, as shown hereon, at the SE Corner and the NE Corner of the SE1/4 of said Sec.13. This bearing was used to match the Norman Rural Certificate Of Survey Subdivision of the E1/2-E1/2-SE1/4 also known as "Rock Creek Ridge", as accepted by the City of Norman, filed in Book 4300 Page 292 of the Cleveland County Clerk's records on February 20, 2007.

(10) The descriptions shown herein are subject to easements and rights-of-way of record. This does not represent a search of the County Clerk's records, by the undersigned, to determine if any easements or rights-of-way affect the property except as noted.

(11) It is the intent of the owner to file restrictive covenants on the total property. All homes, improvements and uses shall be subject to the restrictions.

(12) Except as specifically stated or shown this Survey does not reflect any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations.

(13) No excavations were made, as a part of this Survey, to locate underground utilities and facilities. Call 1-800-522-6543 or the owners of underground facilities to have them marked before any excavation.

(14) The statements, in the new Legal Descriptions, about who wrote the description, when it was written and the basis of bearings is required by the Oklahoma State Board Of Licensure For Professional Engineers And Land Surveyors in the "Oklahoma Minimum Standards For The Practice Of Land Surveying". The Board now requires that all new descriptions, written by Land Surveyors, contain this information. These statements are intended to be a part of the Legal Description and can not be removed from them. Removal of these qualifying statements would compromise the integrity of the Legal Descriptions and cause them to be in noncompliance with the above noted "Minimum Standards". No changes, additions or alterations shall be made to the Legal Descriptions except by the undersigned Professional Land Surveyor.

(15) The northerly boundary of the total property is the center line of Rock Creek. There is a Flood Plain Zone A along Rock Creek according to the current FEMA Flood Insurance Rate Map (FIRM) for "Cleveland County Oklahoma And Incorporated Areas". This is shown on Map Number 40027C0215H, revised September 26, 2008. Zone A is an area where the Base Flood Elevation (BFE) has not been determined. Zone A is an approximation of the area inundated by a 100 year flood event. The location of Zone A, based on the FIRM, is shown on the Survey drawing.

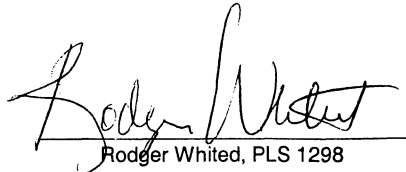
(16) Each home will have individual water wells and sewer systems which meet the Oklahoma Department Of Environmental Quality standards. Each tract has adequate area for individual systems. The areas, on each tract out of the flood plain, are more than adequate for individual sewer systems even if the soil tests are not ideal for conventional lateral fields. There are adequate areas for alternate sewer systems if required.

(17) This Survey will be filed with the Cleveland County Clerk by the City Of Norman after it is approved by all parties. This Survey, in it's entirety, shall be attached to any deed, conveyance of title, contract or other instruments prepared in connection with any of the subject property.

(18) It is advised, by the undersigned, that all adjoining property owners should be contacted prior to building any fences or other structures along or on the property lines. This includes the internal tract lines. If any difference of opinion is indicated a resolution should be reached if possible between the owners on the location of any improvements along or on the property lines. If a resolution cannot be reached the undersigned should be contacted.

(19) No part of this total "Norman Rural Certificate Of Survey Subdivision", including the Legal Descriptions for the five (5) tracts, can be taken out of context without compromising the integrity and intent of this instrument. A complete copy, including all sheets/pages of this "Norman Rural Certificate Of Survey Subdivision", shall be attached to and made a part of any deed, conveyance of title or other instrument prepared by others.



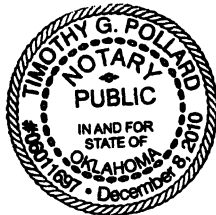
  
Rodger Whited, PLS 1298

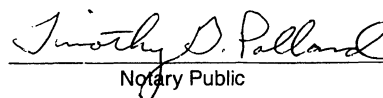
**NOTARY**

State Of Oklahoma )

County Of Cleveland) SS

Before me, a Notary Public, in and for said County and State, on this 13<sup>th</sup> day of January, 2010, personally appeared, Rodger Whited, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed.



  
Notary Public

**NORMAN PLANNING COMMISSION**

Accepted by the City of Norman, Oklahoma, Planning Commission on this 14th day of January, 2010.

ATTEST: \_\_\_\_\_



[Signature]  
Chairman

**NOTARY**

State Of Oklahoma )  
County Of Cleveland) SS

Before me, a Notary Public, in and for said County and State, on this 14th day of January, 2010, personally appeared, Zeb Trachtenberg, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

[Signature]  
Notary Public

**NORMAN CITY COUNCIL**

Accepted by the City of Norman, Oklahoma, City Council on this \_\_\_\_ day of \_\_\_\_\_, 2010.

ATTEST: \_\_\_\_\_

City Clerk

\_\_\_\_\_  
Mayor

**NOTARY**

State Of Oklahoma )  
County Of Cleveland) SS

Before me, a Notary Public, in and for said County and State, on this \_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared, \_\_\_\_\_, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

\_\_\_\_\_  
Notary Public

**LEGAL DESCRIPTIONS**

**TRACT 1**

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract further described as **BEGINNING** at a point on the South line of said SE1/4, 910.47 feet S89°26'47"W of the Southeast Corner of said SE1/4;

**thence** S89°26'47"W, on said South line, for a distance of 330.00 feet;

**thence** N00°23'56"W and parallel to the East line of said SE1/4 for a distance of 1864.13 feet to the center line of Rock Creek;

**thence** N49°34'09"E, on said center line of Rock Creek, for a distance of 421.51 feet;

**thence** S83°50'35"E, on said center line of Rock Creek, for a distance of 87.17 feet;

**thence** N15°55'02"E, on said center line of Rock Creek, for a distance of 522.73 feet to the North line of said SE1/4;

**thence** N89°38'07"E, on said North line, for a distance of 24.32 feet to the Northeast Corner of the W1/2-E1/2-SE1/4 of said Section 13;

**thence** S00°23'15"E, on the East line of said W1/2-E1/2-SE1/4, for a distance of 1753.39 feet;

**thence** S89°26'47"W and parallel to the South line of said SE1/4 for a distance of 250.00 feet;

**thence** S00°23'15"E and parallel to the East line of said W1/2-E1/2-SE1/4 for a distance of 872.00 feet to the **POINT OF BEGINNING**, containing 23.498 acres more or less and subject to any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations.

(aka: **Tract One (1) of Rock Creek View**, a Norman Rural Certificate Of Survey Subdivision, a filed but unplatted subdivision.)

### **TRACT 2**

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract further described as **BEGINNING** at a point on the South line of said SE1/4, 1240.47 feet S89°26'47"W of the Southeast Corner of said SE1/4;

**thence** S89°26'47"W, on said South line, for a distance of 330.00 feet;

**thence** N00°23'56"W and parallel to the East line of said SE1/4 for a distance of 1794.15 feet to the center line of Rock Creek;

**thence** N77°28'46"E, on said center line of Rock Creek, for a distance of 337.52 feet;

**thence** S00°23'56"E and parallel to the East line of said SE1/4 for a distance of 1864.13 feet to the **POINT OF BEGINNING**, containing 13.857 acres more or less and subject to any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations.

(aka: **Tract Two (2) of Rock Creek View**, a Norman Rural Certificate Of Survey Subdivision, a filed but unplatted subdivision.)

### **TRACT 3**

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract further described as **BEGINNING** at a point on the South line of said SE1/4, 1570.47 feet S89°26'47"W of the Southeast Corner of said SE1/4;

**thence** S89°26'47"W, on said South line, for a distance of 330.00 feet;

**thence** N00°23'56"W and parallel to the East line of said SE1/4 for a distance of 1652.17 feet to the center line of Rock Creek;

**thence** S73°42'08"E, on said center line of Rock Creek, for a distance of 138.99 feet;

**thence** N46°43'26"E, on said center line of Rock Creek, for a distance of 268.65 feet;

**thence** S00°23'56"E and parallel to the East line of said SE1/4 for a distance of 1794.15 feet to the **POINT OF BEGINNING**, containing 12.685 acres more or less and subject to any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations.

(aka: **Tract Three (3) of Rock Creek View**, a Norman Rural Certificate Of Survey Subdivision, a filed but unplatted subdivision.)

### **TRACT 4**

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract further described as **BEGINNING** at a point on the South line of said SE1/4, 1900.47 feet S89°26'47"W of the Southeast Corner of said SE1/4;

**thence** S89°26'47"W, on said South line, for a distance of 361.40 feet;

**thence** N00°21'15"W and parallel to the West line of said SE1/4 for a distance of 506.66 feet;

**thence** N23°11'15"E for a distance of 284.61 feet;

**thence** N00°21'15"W and parallel to the West line of said SE1/4 for a distance of 130.00 feet;

**thence** N15°08'44"W for a distance of 445.21 feet to the center line of Rock Creek;

**thence** N86°10'38"E, on said center line of Rock Creek, for a distance of 177.85 feet;

**thence** N05°20'54"W, on said center line of Rock Creek, for a distance of 109.84 feet;

**thence** N42°45'39"E, on said center line of Rock Creek, for a distance of 281.11 feet;

**thence** S00°23'56"E and parallel to the East line of said SE1/4 for a distance of 1652.17 feet to the **POINT OF BEGINNING**, containing 10.747 acres more or less and subject to any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations.

(aka: **Tract Four (4) of Rock Creek View**, a Norman Rural Certificate Of Survey Subdivision, a filed but unplatted subdivision.)



**NOTE: The following Legal Descriptions labeled as "(a)" and "(b)", when combined, make the total Legal Description shown as "Tract 5". "(a)" is the Warranty Deed filed in Book 4423 Page 55 on November 9, 2007, which reads as follows:**

**(a) Warranty Deed filed in Book 4423 Page 55 on November 9, 2007**  
**7.618 acres shown on the attached Survey Drawing.**

A part of the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows: Beginning at the Southwest Corner of said Southeast Quarter (SE1/4); thence East 300 feet; thence North to the Center of Rock Creek; thence Westerly along the Center of Rock Creek to the West line of said Southeast Quarter (SE1/4); thence South to the Point Of Beginning.

**AND**

**(b) 3.619 acres shown on the attached Survey drawing.**  
**New tract to be combined with "(a)" shown above to create TRACT 5 shown below**

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract further described as **BEGINNING** at a point on the South line of said SE1/4, 2261.87 feet S89°26'47"W of the Southeast Corner of said SE1/4;  
**thence** S89°26'47"W, on said South line, for a distance of 80.00 feet;  
**thence** N00°21'15"W and parallel to the West line of said SE1/4 for a distance of 1260.87 feet to the center line of Rock Creek;  
**thence** N49°31'08"E, on said center line of Rock Creek, for a distance of 104.65 feet;  
**thence** S15°08'44"E for a distance of 445.21 feet;  
**thence** S00°21'15"E and parallel to the West line of said SE1/4 for a distance of 130.00 feet;  
**thence** S23°11'15"W for a distance of 284.61 feet;  
**thence** S00°21'15"E and parallel to the West line of said SE1/4 for a distance of 506.66 feet to the **POINT OF BEGINNING**, containing 3.619 acres more or less.

**TRACT 5 (a) and (b), as shown above, combined**

A tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract further described as **BEGINNING** at a point on the South line of said SE1/4, 2261.87 feet S89°26'47"W of the Southeast Corner of said SE1/4;  
**thence** S89°26'47"W, on said South line, for a distance of 380.00 feet to the Southwest Corner of said SE1/4;  
**thence** N00°21'15"W, on the West line of said SE1/4, for a distance of 928.10 feet to the center line of Rock Creek;  
**thence** N33°54'04"E, on said center line of Rock Creek, for a distance of 114.56 feet;  
**thence** S85°16'50"E, on said center line of Rock Creek, for a distance of 38.39 feet;  
**thence** N26°03'59"E, on said center line of Rock Creek, for a distance of 146.49 feet;  
**thence** N49°31'08"E, on said center line of Rock Creek, for a distance of 277.40 feet;  
**thence** S15°08'44"E for a distance of 445.21 feet;  
**thence** S00°21'15"E and parallel to the West line of said SE1/4 for a distance of 130.00 feet;  
**thence** S23°11'15"W for a distance of 284.61 feet;  
**thence** S00°21'15"E and parallel to the West line of said SE1/4 for a distance of 506.66 feet to the **POINT OF BEGINNING**, containing 11.237 acres more or less and subject to any easements, rights-of-way, building lines, restrictive covenants, subdivision restrictions, zoning or other land use regulations.  
(aka: Tract Five (5) of Rock Creek View, a Norman Rural Certificate Of Survey Subdivision, a filed but unplatted subdivision.)

**GRANT OF EASEMENT****KNOW ALL MEN BY THESE PRESENTS:**

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that **Jack S. Harmon and Peggy A. Harmon, husband and wife**, does hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **Public Roadway, Utility and Drainage Easement and right-of-way** over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

A 17.00 foot wide tract of land in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on September 23, 2009, using bearings based on N00°23'56"W between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said tract monumented as shown on the attached Survey drawing which is hereby made an integral part of this description and can not be separated from it, said tract described as **COMMENCING** at the Southeast Corner of said SE1/4; thence S89°26'47"W, on the South line of said SE1/4, for a distance of 660.47 feet to the Southeast Corner of the W1/2-E1/2-SE1/4 of said Section 13; thence N00°23'15"W, on the East line of the W1/2-E1/2-SE1/4 of said Section 13, for a distance of 33.00 feet to the **POINT OF BEGINNING**, said point being on the North line of the 33.00 foot Statutory Section Line Right-Of-Way; **thence** S89°26'47"W and parallel to the South line of said SE1/4 for a distance of 1681.40 feet; **thence** N00°21'15"W and parallel to the West line of said SE1/4 for a distance of 17.00 feet; **thence** N89°26'47"E and parallel to the South line of said SE1/4 for a distance of 1681.40 feet; **thence** S00°23'15"E for a distance of 17.00 feet to the **POINT OF BEGINNING**.

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating public roadways, utilities and drainage as otherwise indicated below:

**Public Roadway, Utilities and Drainage**

To have and to hold the same unto said City, it's successors and assigns forever.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Jack S. Harmon

\_\_\_\_\_  
Peggy A. Harmon

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared **Jack S. Harmon and Peggy A. Harmon, husband and wife**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**CITY APPROVAL**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
City Attorney

## CROSS ACCESS EASEMENT

### KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that **Jack S. Harmon and Peggy A. Harmon, husband and wife**, do hereby grant, bargain, sell, convey and set aside a **Cross Access Easement** for the owners of Tract 1, Tract 2, Tract 3 and Tract 4 of "**Rock Creek View**", a **Norman Rural Certificate Of Survey Subdivision**, for the designated purposes only. Said Easement as shown on the attached drawing of Rock Creek View, a Norman Rural Certificate Of Survey Subdivision, which is hereby made an integral part of this Easement. Said Easement to be over, across and under the following described real estate and premises situated in Norman, Cleveland County, Oklahoma, to wit:

A Cross Access Easement in the Southeast Quarter (SE1/4) of Section Thirteen (13), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, described by Rodger Whited, PLS 1298, on January 6, 2009, using bearings based on N00°23'56"W for the East line of said SE1/4, between monuments at the Southeast Corner and the Northeast Corner of said SE1/4, as shown on Oklahoma Certified Corner Records, said Easement as shown on the attached Certificate Of Survey drawing of Rock Creek View which is hereby made an integral part of this description and can not be separated from it, said Easement described as **COMMENCING** at the Southeast Corner of said SE1/4; thence S89°26'47"W, on the South line of said SE1/4, for a distance of 1520.47 feet to the **POINT OF BEGINNING**; thence S89°26'47"W, on said South line, for a distance of 100.00 feet; thence N00°23'56"W and parallel to said East line for a distance of 50.00 feet; thence S89°26'47"W and parallel to said South line for a distance of 280.00 feet; thence N00°23'56"W and parallel to said East line for a distance of 50.00 feet; thence N89°26'47"E and parallel to said South line for a distance of 660.00 feet; thence S00°23'56"E and parallel to said East line for a distance of 50.00 feet; thence S89°26'46"W and parallel to said South line for a distance of 280.00 feet; thence S00°23'56"E and parallel to said East line for a distance of 50.00 feet to the **POINT OF BEGINNING**.

This Easement is hereby created to allow the owner of Tract 2, as shown on the attached "Norman Certificate Of Survey Subdivision", to cross that portion of Tract 3 in said Easement **AND** to allow the owner of Tract 3 to cross that portion of Tract 2 in said Easement **AND** to allow the owner of Tract 1 to cross that portion of Tract 2 and Tract 3 in said Easement **AND** to allow the owner of Tract 4 to cross that portion of Tract 2 and Tract 3 and in said Easement. This Easement is created only for the use, of the area described, as a Cross Access Easement for a driveway easement for access.

To have and to hold the same unto their successors and assigns forever.

Signed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Jack S. Harmon

\_\_\_\_\_  
Peggy A. Harmon

STATE OF OKLAHOMA  
COUNTY OF CLEVELAND SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, personally appeared **Jack S. Harmon and Peggy A. Harmon, husband and wife**, to me known to be the identical persons who executed the foregoing grant of easement and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Item No. 3, being:  
**CONSENT DOCKET**

Chairman Trachtenberg announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 4, being:  
**APPROVAL OF THE DECEMBER 10, 2009 REGULAR SESSION MINUTES.**

Item No. 5, being:  
**CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JACK AND PEGGY HARMON (POLLARD & WHITED SURVEYING, INC.) FOR ROCK CREEK VIEW, GENERALLY LOCATED ON THE NORTH SIDE OF ROCK CREEK ROAD APPROXIMATELY ½ MILE EAST OF 48<sup>TH</sup> AVENUE N.E.**

Indefinite Postponement of Item No. 6, being:  
**ORDINANCE NO. O-0910-13 – RICHARD AND KAREN BRIGHT REQUEST AMENDMENT OF A PUD, PLANNED UNIT DEVELOPMENT (O-0607-36) WITH SPECIAL USE FOR A BED AND BREAKFAST, TO ADD A RESTAURANT USE AT 3900 E. ROBINSON STREET.**

Postponement until the February meeting of Item No. 8, being:  
**CONSIDERATION OF A REQUEST SUBMITTED BY KENT CONNALLY FOR A TRACT OF LAND GENERALLY LOCATED AT THE NORTHWEST CORNER OF 12<sup>TH</sup> AVENUE N.W. AND TECUMSEH ROAD.**

\*

Chairman Trachtenberg asked if any member of the Planning Commission wished to remove any item from the Consent Docket. There being none, he asked whether anyone in the audience wished to remove any item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

*Jim Gasaway moved to place Item Nos. 4 and 5, the indefinite postponement of Item No. 6, and postponement until the February meeting of Item No. 8, on the Consent Docket and approve by one unanimous vote. Paul Minnis seconded the motion.*

Item No. 5, being:

**CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JACK AND PEGGY HARMON (POLLARD & WHITED SURVEYING, INC.) FOR ROCK CREEK VIEW, GENERALLY LOCATED ON THE NORTH SIDE OF ROCK CREEK ROAD APPROXIMATELY ½ MILE EAST OF 48<sup>TH</sup> AVENUE N.E.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Enlarged Detail Sheet
3. Staff Report
4. Letter from Rodger Whited
5. Norman Rural Certificate of Survey

This item was approved on the Consent Docket by a vote of 9-0.

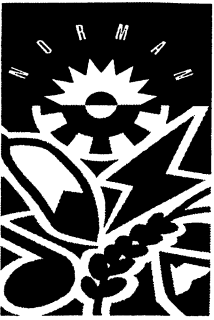
\* \* \*

11. ITEM: AMENDMENT NO. ONE TO CONTRACT NO. K-0405-127: A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN YOUTH SOCCER ASSOCIATION, INC., EXTENDING THE LEASE FOR A PERIOD OF FIVE YEARS FOR THE USE OF THE GRIFFIN COMMUNITY PARK SOCCER COMPLEX.

INFORMATION: City Council, in its meeting of March 22, 2005, approved Contract No. K-0405-127 with the Norman Youth Soccer Association, Inc., for the lease of the Griffin Community Park Soccer Complex for a five year period ending March 22, 2010. Amendment No. One will extend the lease agreement for an additional five years. The amendment has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the amendment. Copies of an advisory memorandum, amendment, and location map, are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Amendment No. One to Contract No. K-0405-127 extending the lease agreement with the Norman Youth Soccer Association, Inc., for the use of the Griffin Community Park Soccer Complex until March 22, 2015; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_



Date: 5 February 2010

To: Honorable Mayor and City Council Members

From:  Jud Foster, Director of Parks and Recreation

Subject: Agenda Item - Consideration of Amendment Number One to Contract Number K-0405-127 for a Five Year Extension for Norman Youth Soccer Association, Inc. for Use of the Griffin Community Park Soccer Complex for the Parks and Recreation Department

BACKGROUND: The Norman Youth Soccer Association, Inc. (NYSA) has successfully facilitated the youth soccer program at Griffin Community Park since 1990. Contract Number K-0405-127 expires on 22 March 2010.

DISCUSSION: The proposed Amendment Number One extends Contract Number K-0405-127, for a period of five years, to 2015. None of the provisions of the contract are proposed to change. Consistent with all other City sports complex contracts, NYSA is required to provide an annual report to the Parks and Recreation Department which is presented to the Board of Park Commissioners.

NYSA will maintain all areas used by it including trash removal, all mowing responsibilities, fertilization and irrigation maintenance. NYSA also pays 100% of the electrical cost for use of the facility. The City provides, at no cost to NYSA, sanitation dumpsters.


RECOMMENDATION NO.1: It is recommended that City Council approve Amendment Number One to Contract Number K - 0405-127, with the Norman Youth Soccer Association, Inc., for Use of the Griffin Community Park Soccer Complex for the Parks and Recreation Department.

SET  
attachments

Reviewed by: Steve Lewis, City Manager

Reviewed by: Jeff Bryant, City Attorney 

Reviewed by: Anthony Francisco, Director of Finance 

Reviewed by: Clint Mercer, Chief Accountant 

AMENDMENT NO. 1 TO CONTRACT NO. K-0405-127

THIS AMENDMENT is made and entered into this 17<sup>th</sup> day February, 2010, by and between the City of Norman, Oklahoma, a Municipal Corporation, hereinafter referred to as the "City" and Norman Youth Soccer Association, Inc, hereinafter referred to as the "Association";

WITNESSETH:

WHEREAS, the City and Association entered into Contract No. K-0405-127 on the 22nd day of March, 2005 for use of the Griffin Community Park Soccer Complex;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-0405-127 shall be amended by amending Article I, on page 1 of said Contract with respect to the Term of the Agreement, extending this contract to the 22<sup>nd</sup> of March 2015.

\* \* \*

The rest and remainder of Contract No. K-0405-127 shall remain the same and unchanged by this amendment.

IN WITNESS WHEREOF the parties hereto have set their official names and signatures on the day and year first above written.

Executed and adopted this 17<sup>th</sup> day of February, 2010.



NORMAN YOUTH SOCCER ASSOCIATION, INC.

BY: [Signature]  
Name: Tim Lashar  
Title: NYSA President

ATTEST:  
[Signature]  
Corporate Secretary



Amendment Number One  
Contract Number K-0405-127

Approved by the City Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

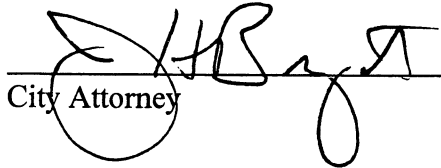
**CITY OF NORMAN, OKLAHOMA**  
A Municipal Corporation

By: \_\_\_\_\_  
Cindy Rosenthal, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to form and legality this 12<sup>th</sup> day of February, 2010.

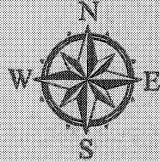
  
\_\_\_\_\_  
City Attorney

# LEGEND



## Griffin Park Soccer Complex 1001 E. Robinson

Map Produced by the City of Norman  
Park Planning  
(405) 368-5475  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



STON WILDERNESS

12TH AVE RECREATION CENTER

GRIFFIN MEMORIAL

Soccer Complex

FRANCES CATE

12. ITEM: CONSIDERATION OF FINAL ACCEPTANCE AND FINAL PAYMENT OF CONTRACT NO. K-0910-45 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND STANDARD ROOFING COMPANY FOR THE NORMAN PUBLIC LIBRARY ROOF PROJECT.

INFORMATION: City Council, in its meeting of August 25, 2009, approved Contract No. K-0910-45 with Standard Roofing Company in the amount of \$743,815 for the above-described project. The project is completed and all work meets or exceeds specifications. Based upon the above information, it is recommended that the project be accepted and final payment in the amount of \$185,953.75 be directed to Standard Roofing Company. Copies of an advisory memorandum; invoice; photographs of the new and old roof; and purchase order are included in the Agenda Book.

ACTION NEEDED: Motion to accept or reject the project; and, if accepted, direct final payment in the amount of \$185,953.75 to Standard Roofing Company.

ACTION TAKEN: \_\_\_\_\_



DATE: February 11, 2010

TO: The Honorable Mayor and Councilmembers

FROM: Brenda Hall, City Clerk *BH*  
Matthew T. Smith, Facility Maintenance Superintendent

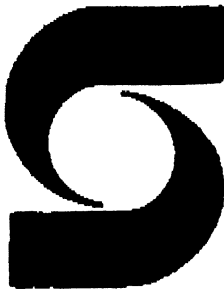
SUBJECT: Agenda Item – Final Acceptance and Payment to Standard Roofing Company for the Norman Public Library Roof Project

**BACKGROUND:** The Norman Public Library was constructed in 1965. Partial rehabilitation and repair projects were performed on the roof in 1978, 1983, and 1991. Replacement of the roof was scheduled in FYE 2006, but was delayed during discussion of construction of a new library and it was rescheduled for replacement in FYE 2010. On August 25, 2009, City Council approved Contract No. K-0910-45 in the amount of \$743,815 with Standard Roofing Company for the Norman Public Library Roof Project. The scope of the project included removal of 50,000 square feet of roof down to the decking and replacing it with a cold process applied built-up asphalt roof. The FYE 2010 Capital Budget included funding in the amount of \$785,000 for the project.

**DISCUSSION:** The Norman Public Library Roof Project was substantially complete on December 20, 2009. Final inspection was completed in January and the work meets all bid specifications. Upon Council acceptance of the project, the contractor will provide a two-year maintenance warranty on the installation and the manufacturer will provide a twenty-year warranty on labor and materials. The manufacturer will perform all maintenance and repair required during the warranty period as well as respond to any leakage within 48 hours. Inspections of the roof will be conducted by the manufacturer the second, fifth, tenth, and fifteenth year of the warranty and provide an Executive Summary to the City. Funds in the amount of \$743,815 were budgeted in Project No. BG0022, Library Roof, Construction (50-9677-419.61-10).

**RECOMMENDATION:** Staff recommends acceptance of the project and authorization of final payment in the amount of \$185,953.75 to Standard Roofing Company.

Reviewed by: Linda Price, Revitalization Manager *LP*  
Reviewed by: Susan Connors, Planning and Community Development Director *SC*  
Reviewed by: Anthony Francisco, Finance Director *AF*  
Reviewed by: Jeff Bryant, City Attorney *JB*  
Reviewed by: Steve Lewis, City Manager *SL*

**STANDARD ROOFING COMPANY, INC.**

19 N.W. 16  
Oklahoma City, Oklahoma 73103  
Mailing Address:  
P.O. Box 80150  
Oklahoma City, OK 73146  
Phone: (405) 238-8401  
Fax: (405) 238-0620

CUSTOMER # 1171

DECEMBER 18, 2009  
INVOICE # 10463 DW  
CARD # 09388  
ESTIMATE # 3

CITY OF NORMAN  
ATTN: Matthew Smith  
201-C WEST GRAY STREET  
NORMAN, OK. 73068

**JOB LOCATION:    LIBRARY ROOF REPLACEMENT PROJECT**

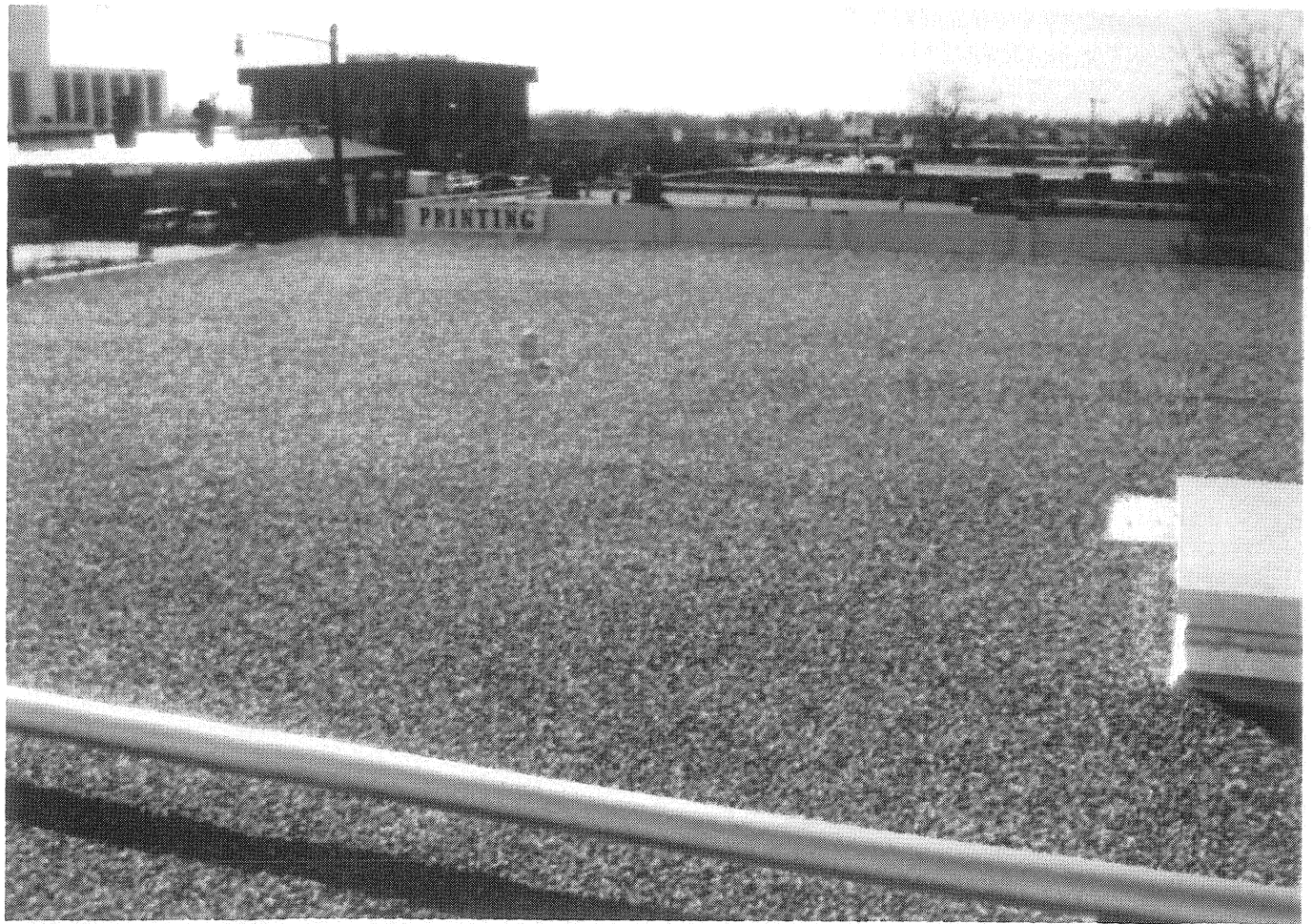
1. ORIGINAL CONTRACT SUM.....	\$743,815.00
2. NET CHANGE BY CHANGE ORDERS.....	.00
3. CONTRACT SUM TO DATE.....	743,815.00
4. TOTAL COMPLETED & STORED TO DATE (100%).....	\$743,815.00
5. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	557,861.25
6. CURRENT PAYMENT DUE.....	\$185,953.75

Thank You For Your Business

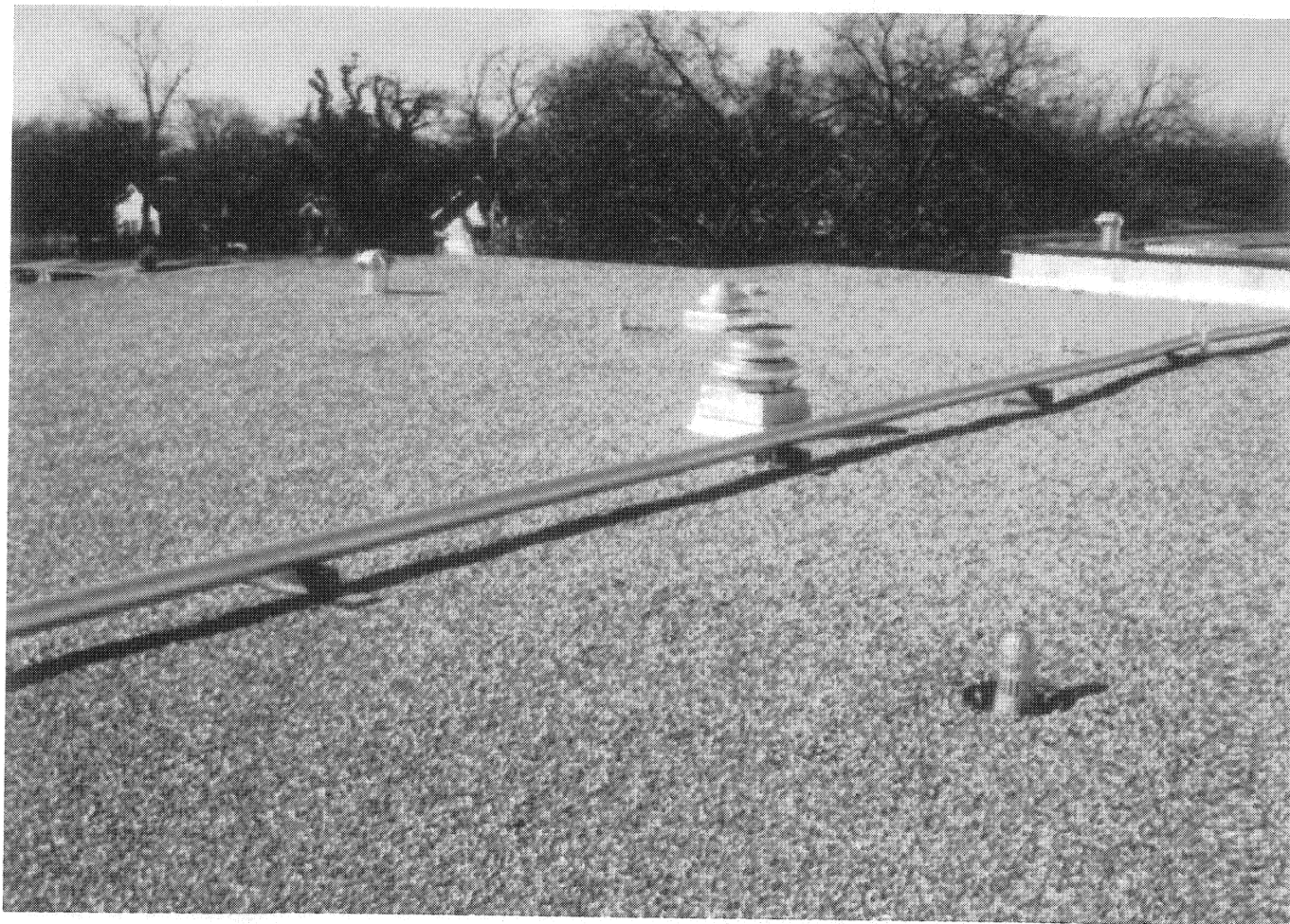




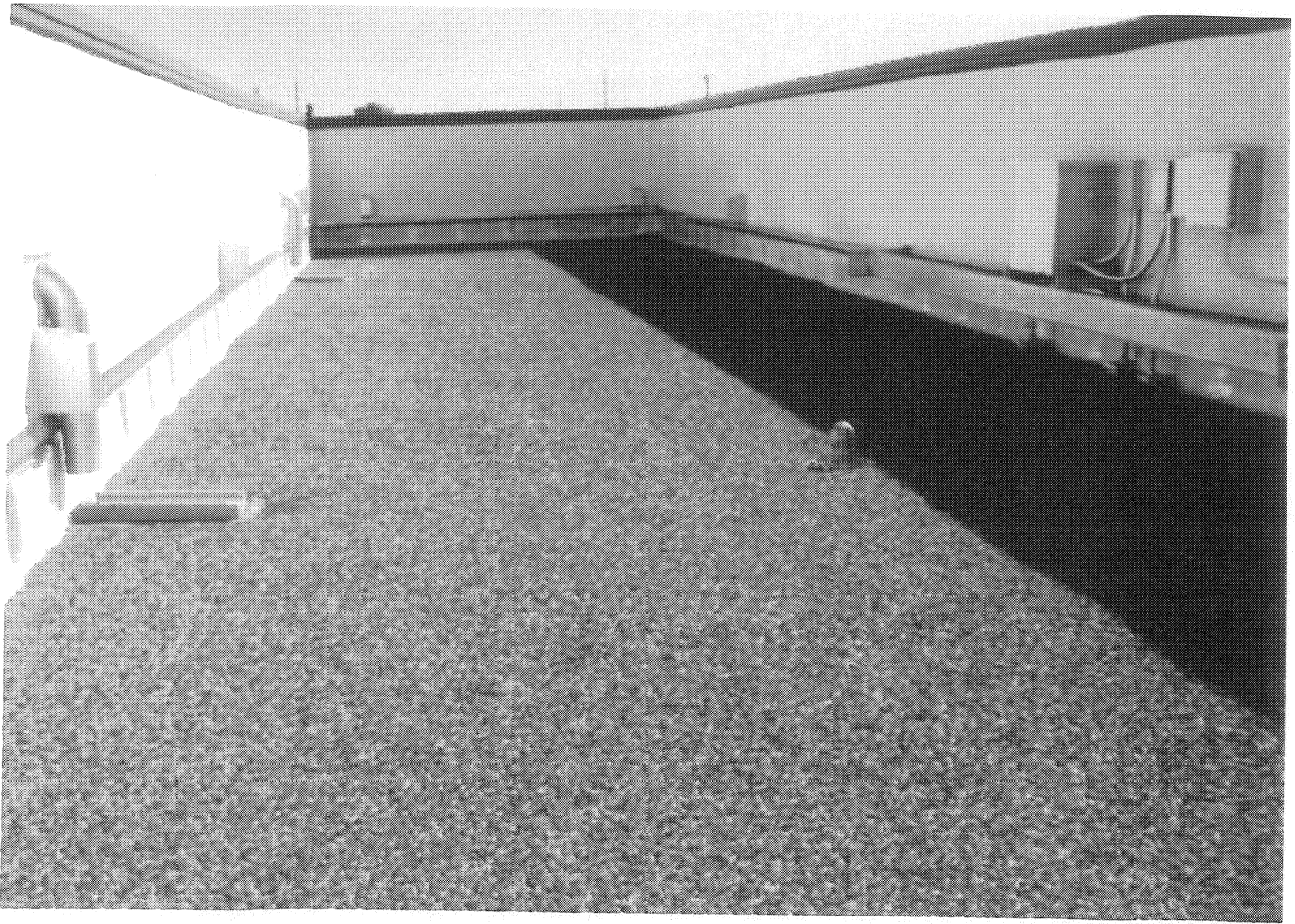














The City of  
**NORMAN**

INVOICE TO:  
City of Norman  
BUILDING MAINTENANCE  
121 N PETERS  
NORMAN, OK 73069

P.O. #: 177094

DATE: 08/27/09

VENDOR #  
10349

STANDARD ROOFING CO INC  
19 NW 16TH STREET  
OKLAHOMA CITY, OK 73103

SHIP TO:  
City of Norman  
BUILDING MAINTENANCE  
121 N PETERS  
NORMAN, OK 73069

DELIVER BY: 08/31/09    SHIP VIA:  
BEST WAY

F.O.B.  
DESTINATION

TERMS  
NET

CONFIRM BY

FREIGHT

ACCOUNT NO.  
05096774196101

REQUISITIONED BY  
SRUNYON

REQ. NO. 161071    REQ. DATE  
08/19/09

LINE#	QUANTITY	UOM	ITEM NO. AND DESCRIPTION	UNIT COST	EXTENDED COST
1	1.00	EA	LIBRARY ROOF PROJECT K-0910-45 CONTINGENT UPON CITY COUNCIL APPROVAL 8/25/09	743815.0000	743815.00
SUB-TOTAL					743815.00
TOTAL					743815.00

11/4/09	Partial Pmt.	441,513.45
12/14/09	Partial Pmt.	116,347.80
-----		
balance due		185,953.75

13. ITEM: CONTRACT NO. K-0910-140: A LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AMATEUR SOFTBALL FOUNDATION, INC., FOR THE USE OF THE REAVES PARK SOFTBALL COMPLEX FOR A PERIOD OF FIVE YEARS AND TERMINATION OF CONTRACT NO. K-0708-112 WITH REAVES PARK SOFTBALL ASSOCIATION.

INFORMATION: City Council, in its meeting of January 22, 2008, approved a five-year lease agreement with Reaves Park Softball Association for the operation and use of the Reaves Park Softball Complex. The Board of Directors of the Reaves Park Softball Association has opted to disband and has requested the contract be terminated. The Board of Park Commissioners reviewed proposals for the lease of the property and recommends approval of the contract with Norman Amateur Softball Foundation, Inc. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of the contract with Norman Amateur Softball Foundation, Inc., and termination of Contract No. K-0708-112 with Reaves Park Softball Association. Copies of an advisory memorandum, location map, Contract Nos. K-0910-140 and K-0708-112, and pertinent excerpts from Board of Parks Commissioners minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-140, a lease agreement with Norman Amateur Softball Foundation, Inc., for a period of five years, and termination of Contract No. K-0708-112 with Reaves Park Softball Association; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_



# office memorandum

Date: 1 February 2010

To: Honorable Mayor and City Council Members

From:  Jud Foster, Director of Parks and Recreation

Subject: Agenda Item – Consideration of the Termination of Contract Number K-0708-112 with Reaves Park Softball Association for Use of the Reaves Park Softball Complex for the Parks and Recreation Department

Agenda Item – Consideration of Contract Number K-0910-140 with Norman Amateur Softball Foundation for Use of the Reaves Park Softball Complex for the Parks and Recreation Department

**BACKGROUND:** The Reaves Park Softball Association has successfully facilitated the adult softball program for the Norman community since 2008. Contract Number K-0708-112 with the Association will expire on 22 January 2013, however, the Board of Directors for that Association has opted to disband and has requested that the contract be terminated.

**DISCUSSION:** Request for Proposal (RFP) Number 0910-32, for the operation of an adult softball program at the Reaves Park Softball Complex, was advertised in the *Norman Transcript* on October 11<sup>th</sup> and 18<sup>th</sup>, 2009, and was also posted at the Complex. RFP's were distributed to two organizations known to be interested in the operation of the Complex, both of whom responded with complete proposals.

A Proposal Review Committee was formed, made up of two Park Board Commissioners and the Recreation Superintendent. The Committee reviewed the proposals, interviewed both applicants and submitted a recommendation to the Park Board at their 7 January 2010 meeting. The Park Board voted unanimously to recommend approval of the contract with the Norman Amateur Softball Foundation (NASF). The NASF is being recommended due to their knowledge of the existing Reaves Park softball program and league operations, in addition to their proposed improvements to the program and facility.

Contract Number K-0910-140, now under consideration, is for a term of five years. Among other provisions of the contract, the Foundation will pay the electrical cost of the complex on a phased-in basis with 30% in year one, 60% in year two and 100% in year three and each year after. Other sports association contracts have phased in this requirement over a five year period.

Consistent with all other City sports complex contracts, Norman Amateur Softball Foundation is required to provide an annual report to the Parks and Recreation Department which is presented to the Board of Park Commissioners. Among other required details, the annual report includes a narrative of all league activity, fee structure and budgetary information. Exhibits A and B, detailing the responsibilities of both the City and the Foundation concerning care and maintenance of the Reaves Park

Agenda Item – Reaves Park Softball Complex  
Page two

Softball Complex, is part of the attached Contract Number K-0910-140.

RECOMMENDATION NO.1: It is recommended that City Council terminate Contract Number K-0708-112, with the Reaves Park Softball Association, for Use of the Reaves Park Softball Complex for the Parks and Recreation Department.

RECOMMENDATION NO.2: It is recommended that City Council approve Contract Number K-0910-140, with the Norman Amateur Softball Foundation, for Use of the Reaves Park Softball Complex for the Parks and Recreation Department.

SET  
attachment

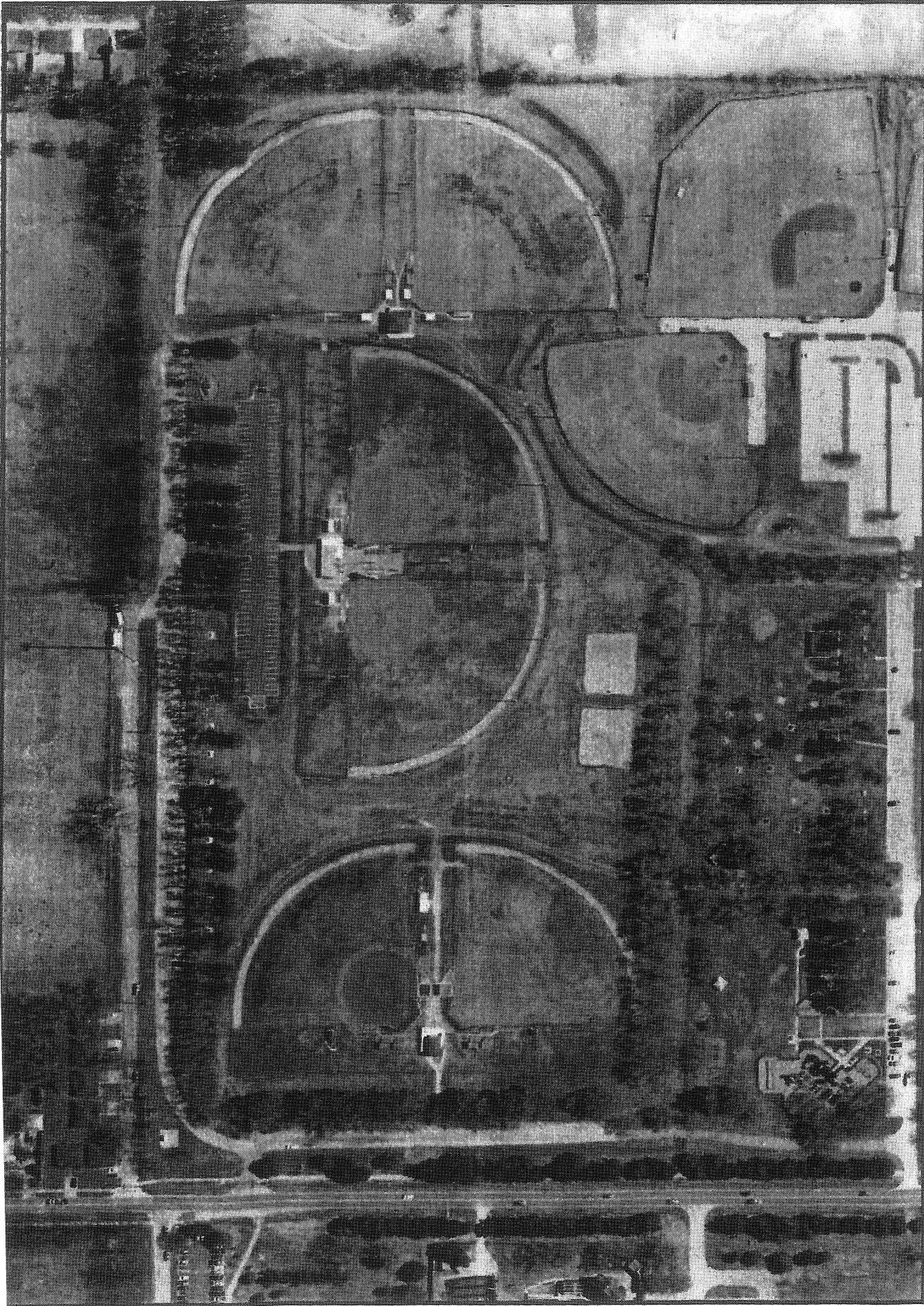
Reviewed by: Steve Lewis, City Manager

Reviewed by: Jeff Bryant, City Attorney

Reviewed by: Anthony Francisco, Director of Finance

Reviewed by: Clint Mercer, Chief Accountant





**January 4, 2008**  
Map Produced by the City of Norman  
Geographic Information System.  
(405) 308-5435  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.

# **Reaves Park Softball Fields**

**March 2007 Aerial Photo**



0 50 100 Feet

Scale: 1" = 200'

**AGREEMENT**

This Agreement is a contract, made and entered into this \_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Norman Amateur Softball Foundation, Inc., a non-profit corporation, hereinafter called N.A.S.F.

**WITNESSETH:**

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Reaves Park Softball Complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park Softball Complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City.

WHEREAS N.A.S.F. desires to occupy and use a certain area of Reaves Park for the purpose of providing a softball program for the use and benefit of its members and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to N.A.S.F. to use, for the purpose stated, the following described property, to-wit:

Those parts of the Reaves Park which have been developed and are known as the Reaves Park Softball Complex, as shown on the drawing which is attached hereto and made a part hereof.

To have and to hold for a term of five (5) years from the date of the execution of this lease, or until such time as this lease may be terminated as provided herein, which ever date occurs first.

(2) N.A.S.F. agrees to pay to the City for such rights and privilege the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st day of March each year of this Agreement.

(3) It is agreed between the parties hereto that the purpose of operating N.A.S.F. is to provide practice and playing fields, to hold and arrange adult softball leagues and tournaments primarily for the adults of Norman.

It is understood and agreed that N.A.S.F. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall appoint one person to attend all meetings of the Board of Directors of N.A.S.F. The City appointee shall effectively serve as City advisor to N.A.S.F., in order to express the City's position on issues of mutual concern, to facilitate communication, and to act as liaison between the City Council and the N.A.S.F.

(5) N.A.S.F. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by N.A.S.F.'s use of said right and privilege or that of its agents or employees; provided, however, that N.A.S.F. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to N.A.S.F. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect N.A.S.F., and N.A.S.F. shall have the right to compromise and defend the same to the extent of its own interest.

N.A.S.F. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with N.A.S.F.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and N.A.S.F. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by N.A.S.F., to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
- (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.
- (6) (A) N.A.S.F. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by N.A.S.F., its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at the park for N.A.S.F.'s and the City's use.
- (B) N.A.S.F. shall perform all maintenance duties and activities described in the attached exhibit A.
- (C) N.A.S.F. agrees to apply adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.
- (D) N.A.S.F. agrees to maintain the existing irrigation system at its' own expense and agrees to return said system to the City in as good working condition as received at such time as this lease is terminated by either party.
- (E) The City shall perform maintenance duties and activities described in the attached exhibit B.



- (7) A. N.A.S.F. shall schedule and periodically monitor how the premises are used. N.A.S.F. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. N.A.S.F. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of N.A.S.F. N.A.S.F.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
- B. N.A.S.F. may charge an admission charge for any sanctioned tournament game or for any other sanctioned N.A.S.F. event only after prior approval of the charge has been given by the City Parks and Recreation Department.
- C. Unless previously agreed by the City, all tournament proceeds shall be made payable to N.A.S.F. Tournament hosts, if other than N.A.S.F., shall be required to submit expenditure receipts to N.A.S.F. for any proceeds derived by a tournament at the Reaves Park facility. Said tournament proceeds may only be used for the purpose of benefiting the participants in the N.A.S.F. program. No other receipts shall be acceptable.
- D. N.A.S.F. shall supply an annual report to the City Parks and Recreation Department at the end of their annual activities. Documentation of concession receipts and disbursements shall be kept on a daily basis. All detailed records shall be made available by N.A.S.F. upon request from the City of Norman.
1. Narrative of all softball league and tournament activity
  2. Organization mission statement and goals
  3. All league and tournament fee structure
  4. Number of games, teams, players, tournaments and scholarships
  5. Age of participants
  6. Breakdown of revenues and expenditures by category
  7. Disclosure of all commissions, refunds and rebates to the organization
  8. Association's beginning and ending fund balance
  9. Annual Association budget including revenue, maintenance and operating and capital costs
  10. Current record of officers including who can authorize expenditures
  11. Names of those responsible for maintaining books and records
- E. N.A.S.F. shall provide an overall schedule to the Parks and Recreation Department of regular season play, as well as dates of tournaments and other sanctioned events.
- F. N.A.S.F. shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

(8) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves Park Softball Complex located in Reaves Park, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) N.A.S.F. agrees that no structure of any nature shall be erected by N.A.S.F. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said Director, and any permanent structure approved by the City becomes property of the City upon termination of this contract.

(10) N.A.S.F. agrees to pay the electrical cost for the use of Reaves Park Softball Complex on a phased-in basis as per Exhibit A.

(11) It is further understood that the facilities governed by this agreement are public facilities and that N.A.S.F. shall be responsible to reserve Reaves Park Softball Complex when available for public use.

(12) It is further agreed that the City shall have the right to accept any reservation request for the use of the facility beyond N.A.S.F.'s normal league and tournament schedule and coordinate said request with N.A.S.F.

(13) It is understood that N.A.S.F. may charge a light fee to any group which, during its reservation, is requesting light usage. However, the accessed fee shall not exceed the City's charge for the use of ballfield lights. N.A.S.F. shall be responsible for activating and deactivating any and all light usage at the Reaves Park Softball Complex.

(14) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation N.A.S.F. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to N.A.S.F. Any such notice shall be mailed or delivered to such officer of N.A.S.F. or other personas designated by the N.A.S.F., and the N.A.S.F. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman.

(15) In the event this contract is cancelled, for any reason, N.A.S.F. shall have the right to remove any movable non-permanent improvements and/or structures placed upon the property by the N.A.S.F. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(16) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

(17) N.A.S.F. agrees further that it will not deny membership in such N.A.S.F. to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by N.A.S.F. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

Norman Amateur Softball Foundation, Inc.

ATTEST:

Kee Van Miller  
Secretary

BY: [Signature]  
President

Before me, the undersigned, a Notary Public in and for said County and State, this 27<sup>th</sup> day of January, 2010, personally appeared Kee Van Miller <sup>aka of Guy Miller</sup> to me known to be the identical person who executed the foregoing, and acknowledge to me that they executed the same as his <sup>their</sup> free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

Kim Wallace  
Notary Public



My Commission Expires:

04-18-2010

CITY OF NORMAN

Approved as to form and legality this 2 day of February 2010.

[Signature]  
City Attorney

BY \_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## EXHIBIT A

### RESPONSIBILITIES OF NORMAN AMATEUR SOFTBALL FOUNDATION

---

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.
2. Provide necessary repairs and maintenance to the irrigation system on fields one through six.
3. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields.
4. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.
5. Provide necessary repairs including painting to bleachers and player's benches.
6. Apply adequate water to field areas.
7. Make available and maintain existing restrooms at the softball complex including winterization of concessions.
8. Pay 30% in year 1, 60% in year 2, 100% in year 3, and each year after, of the electrical cost of Reaves Park Softball Complex as provided for in section 10 of this agreement.
9. Operation of all concession areas shall be satisfactory to all applicable health standards.

## EXHIBIT B

### RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Major fencing repairs and maintenance not caused by Lessee negligence.
2. Lighting repairs and maintenance.
3. Application of weed killer to fence rows.
4. Fertilizing outfields at least twice per year.
5. Winterization of restrooms.
6. Provide necessary repairs to existing irrigation system for any damage caused by City.
7. Mowing outfields and non playing areas approximately once per week during the growing season.

AGREEMENT

This Agreement is a contract, made and entered into this 22<sup>nd</sup> day of January, 2008, by and between the City of Norman, a municipal corporation, hereinafter called the "City," and the Reaves Park Softball Association Inc, a non-profit corporation, hereinafter called "R.P.S.A."

WITNESSETH:

WHEREAS, the City is the owner of public property in Cleveland County, Oklahoma, known as Reaves Park Softball Complex located in Reaves Park.

WHEREAS, the City recognizes that the said Reaves Park Softball Complex shall be used for certain recreational purposes for the further benefit of the health, safety and welfare of the residents of said City, and

WHEREAS, R.P.S.A. desires to occupy and use a certain area of the Reaves Park for the purpose of providing a softball program for the use and benefit of its members and the general public.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

(1) The City hereby grants the right and privilege to R.P.S.A. to use, for the purpose stated, the following described property, to-wit:

Those parts of the Reaves Park which have been developed and are known as the Reaves Park Softball Complex, as shown on the drawing which is attached hereto and made a part hereof.

To have and to hold for a term of five (5) years from the date of the execution of this lease, or until such time as this lease may be terminated as provided herein, which ever date occurs first.

(2) R. P. S. A. agrees to pay to the City for such rights and privilege the sum of one dollar (\$1.00) per year, which sum shall be payable in advance on or before the 1st day of March each year of this Agreement.

(3) It is agreed between the parties hereto that the purpose of operating R. P. S. A. is to provide practice and playing fields, to hold and arrange adult softball leagues and tournaments primarily for the adults of Norman.

It is understood and agreed that R. P. S. A. has adopted safety rules and regulations, a copy of which is on file with the City, and will continue to practice and enforce such rules and regulations.

(4) The City shall be allowed to appoint one person to attend all meetings of the Board of Directors of R. P. S. A. The City appointee shall effectively serve as City advisor to R.P.S.A., in order to express the City's position on issues of mutual concern, to facilitate

communication, and to act as liaison between the City Council and the Reaves Park Softball Association Inc.

(5) R. P. S. A. agrees to indemnify and hold the City harmless from and against all liability for injuries or death to persons, legal expense or damage to property caused by R. P. S. A.'s use of said right and privilege or that of its agents or employees; provided, however, that R. P. S. A. shall not be liable for injury, damage or loss occasioned by the sole negligence of the City, its agents or employees; and provided further that the City shall give to R. P. S. A. prompt and timely notice of any claim or suit instituted, which in any way directly or indirectly, contingently or otherwise, affects or might affect R. P. S. A., and R. P. S. A. shall have the right to compromise and defend the same to the extent of its own interest.

R. P. S. A. shall, at its own expense, keep in force insurance of the following types, naming the City as co-insured, and in not less than the following amounts, issued by a company or companies licensed to do business in Oklahoma and is of sound and adequate financial responsibility, against all liabilities for accidents arising out of or in connection with R. P. S. A.'s use of said right and privilege, except when caused by the City's negligence or that of its agents or employees, and shall furnish to the City certificates evidencing such insurance subject to the limitations set forth above in respect to the City's sole negligence and R. P. S. A. shall furnish a certificate to the effect that such insurance shall not be changed or cancelled without ten (10) days prior notice to the City, said notice shall be written and shall be given by R. P. S. A., to wit:

- (A) Worker's Compensation Insurance as prescribed by State Statute, if applicable.
  - (B) Provide insurance both liability for personal injury and property damage in limits prescribed by the Oklahoma Tort Claims Act and subsequent revisions thereto.
- (6)
- (A) R. P. S. A. agrees to maintain all ground areas used by it, its members or patrons in a clean and orderly manner at all times by removing all debris, of every kind, deposited upon said ground by R. P. S. A., its members or patrons, at the conclusion of each and every period of use, at its own expense. The City will provide sanitation dumpsters at the park for the R. P. S. A.'s and the City's use.
  - (B) R. P. S. A. shall perform all maintenance duties and activities described in the attached exhibit A.
  - (C) R. P. S. A. agrees to apply adequate water, to be provided by the City, to keep all vegetation within the described grounds viable and healthy throughout the growing season.
  - (D) R. P. S. A. agrees to maintain the existing irrigation system at its' own expense and agrees to return said system to the City in as good working condition as received at such time as this lease is terminated by either party.

- (E) The City shall perform maintenance duties and activities described in the attached exhibit B.
- (7) A. R. P. S. A. shall schedule and periodically monitor how the premises are used. R. P. S. A. shall not charge admission for regularly scheduled league games or make-ups for regularly scheduled league games. R. P. S. A. shall allow the general public attendance and observation from any appropriate areas reserved for spectators to any league game without charge; provided that this contract neither authorizes nor forbids such disciplinary measures as may be necessary to maintain order at such games or functions of R. P. S. A. R. P. S. A.'s enforcement of the rules of its own program are not authorized, sanctioned or endorsed by the City, and shall not serve as a basis for a suit against the City, its officers or employees.
- B. R. P. S. A. may charge an admission charge for any sanctioned tournament game or for any other sanctioned R. P. S. A. event only after prior approval of the charge has been given by the City Parks and Recreation Department.
- C. Unless previously agreed by the City, all tournament proceeds shall be made payable to R. P.S.A.. Tournament hosts, if other than R. P.S.A., shall be required to submit expenditure receipts to R. P..S.A. for any proceeds derived by a tournament at the Reaves Park facility. Said tournament proceeds may only be used for the purpose of benefiting the participants in the R. P.S.A. program. No other receipts shall be acceptable.
- D. R.P.S.A. shall supply an annual report to the City Parks and Recreation Department and the Norman City Council prior to January 1<sup>st</sup> of each year. The annual report shall include a summary of all activity along with revenue and expenditure summaries for the areas of concessions, league play and tournament play for the preceding year. Documentation of concession receipts and disbursements shall be kept on a daily basis. All detailed records associated with the softball program shall be made available for review within ten days by R.P.S.A., upon request from the City of Norman. The annual report shall also include the following:
  - 1. Narrative of all Softball league and tournament activity
  - 2. Organization mission statement and goals
  - 3. All league and tournament fee structure
  - 4. Number of games, teams, players, tournaments and scholarships
  - 5. Age of participants
  - 6. Breakdown of revenues by category (equipment, labor, supplies, capital, etc)
  - 7. Disclosure of all commission, refunds and rebates to the organization



8. Softball beginning and ending fund balance
9. Annual softball budget including revenues, m & o and capital costs
10. Current record of officers including who can authorize expenditures
11. Names of those responsible for maintaining books and records

- E. R. P. S. A. shall provide an overall schedule to the Parks and Recreation Department of regular season play as well as dates of tournaments and other sanctioned events.
- F. R. P. S. A. shall provide to the Parks and Recreation Department an estimated budget prior to the spring and fall seasons. The budgets shall include revenue and expenditure projections in the areas of concessions, league play, tournament play, capital equipment and capital improvements.

(8) It is further understood and agreed between the parties that the right and privilege granted by this contract are subject to all ordinances, rules and regulations of the City governing all the activities on said Reaves Park Softball Complex located in Reaves Park, including all sanitary regulation of any governmental authority which the City may be authorized to enforce.

(9) R. P. S. A. agrees that no structure of any nature shall be erected by R. P. S. A. upon any area used under this contract until detailed plans have been submitted to the Parks and Recreation Director of any proposed construction and approval, in writing, has been given by said director, and any permanent structure approved by the City becomes property of the City upon termination of this contract.

(10) R. P. S. A. agrees to pay the electrical cost for the use of Reaves Park Softball Complex as per Exhibit A.

(11) It is further understood that the facilities governed by this agreement are public facilities and that R. P. S. A. shall be responsible to reserve Reaves Park Softball Complex when available for public use.

(12) It is further agreed that the City shall have the right to accept any reservation request for the use of the facility beyond R. P.S.A.'s normal league and tournament schedule and coordinate said request with R. P.S.A.

(13) It is understood that R. P. S. A. may charge a light fee to any group which, during its reservation, is requesting light usage. However, the accessed fee shall not exceed the City's charge for the use of ballfield lights. R. P. S. A. shall be responsible for activating and deactivating any and all light usage at the Reaves Park Softball Complex.

(14) It is further agreed that the City shall have the right to cancel this contract in the event of any violation of any ordinance, sanitary regulation or any of the provisions of the contract. Prior to such cancellation R. P. S. A. shall be afforded a hearing before the Board of Park Commissioners, if requested, but the results of such hearing shall not be binding on the City as constituting a limitation upon its power to cancel this contract. Such cancellation shall be effective thirty (30) days after the mailing or delivery of notice of cancellation to R. P. S. A. Any such notice shall be mailed or delivered to such officer of R. P. S. A. or other personas designated by the R. P. S. A., and the R. P. S. A. agrees to inform the City immediately after its annual election the names of its officers for the ensuing year the addresses to which such notice may be mailed or delivered. Any notice to be given to the City shall be delivered to the Parks and Recreation Director of the City of Norman.

(16) In the event this contract is cancelled, for any reason, R. P. S. A. shall have the right to remove any movable non-permanent improvements and/or structures placed upon the property by the R. P. S. A. within ninety (90) days after cancellation of this contract, clearing all debris and litter from said property in a clean and orderly condition, to the satisfaction of the City. Any improvements or structures not moved within ninety (90) days after satisfaction of any indebtedness shall become property of the City.

(17) Further, the City of Norman may terminate this agreement, whenever the subject premises may be needed for any other public purpose for which the premises were dedicated. Said termination shall be subject to the same notice provisions and cancellation provisions as stated above.

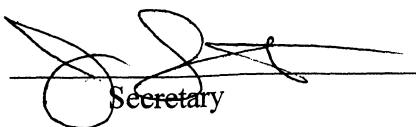
(18) R. P. S. A. agrees further that it will not deny membership in such R. P. S. A. to any person on the basis of race, religion, color, creed, sex, age, ancestry or national origin.

This Agreement shall not be assigned by R. P. S. A. without prior written consent of the City of Norman.

In Witness Whereof, the parties hereunto set their hands and seals the date first above written.

REAVES PARK SOFTBALL ASSOCIATION INC.

ATTEST:

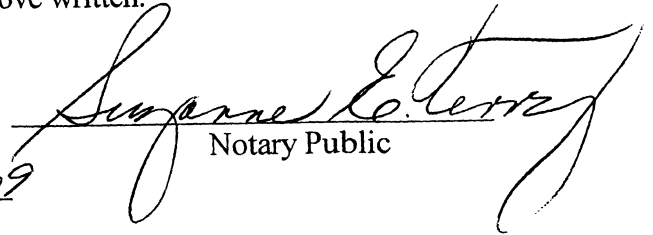
  
Secretary

BY   
President

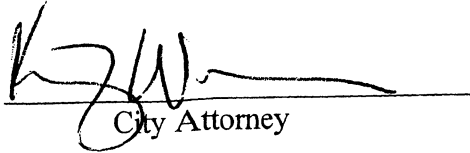
Before me, the undersigned, a Notary Public in and for said County and State, this 7<sup>th</sup> day of January, 2008, personally appeared Shane Trease to me known to be the identical person who executed the foregoing, and acknowledge to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

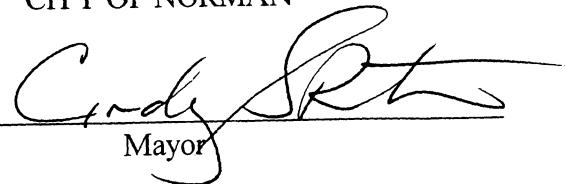
My commission expires: 30 January 2009  
Commission No. 01000390

  
Notary Public

Approved as to form and legality this 11 day of January 2008.

  
City Attorney

CITY OF NORMAN

BY   
Mayor

ATTEST:

  
City Clerk

## EXHIBIT A

### RESPONSIBILITIES OF REAVES PARK SOFTBALL ASSOCIATION INC.

1. Drag, mark and maintain infields and outfields with the exception of responsibilities of City provided in Exhibit B.
2. Provide necessary repairs and maintenance to the irrigation system on fields one through six.
3. Pick up trash on a daily basis in complex and common areas around playing fields including parking area adjacent to fields.
4. Make minor fencing and backstop repairs and maintenance including painting and other necessary repairs.
5. Provide necessary repairs including painting to bleachers and player's benches.
6. Apply adequate water to field areas.
7. Make available and maintain existing restrooms at the softball complex including winterization of concessions.
8. Pay 100% of the electrical cost of Reaves Park Softball Complex as provided for in section 10 of this agreement.
9. Operation of all concession areas shall be satisfactory to all applicable health standards.

## EXHIBIT B

### RESPONSIBILITIES OF THE CITY OF NORMAN (CITY)

1. Major fencing repairs and maintenance not caused by Lessee negligence.
2. Lighting repairs and maintenance.
3. Application of weed killer to fence rows.
4. Fertilizing outfields at least twice per year.
5. Winterization of restrooms.
6. Provide necessary repairs to existing irrigation system for any damage caused by City.
7. Mowing outfields and non playing areas approximately once per week during the growing season.

Commissioner Ferrier made the motion and Commissioner Brigham seconded to approve the staff recommendation of a Private Park decision. The vote was taken with the following results:

YEAH: Chairman Goth and Commissioners Brigham, Brockhaus, Campbell,  
Farley, Ferrier, Gallagher, Hoover and Jingoian

NAY: None

---

ITEM 5, being

**CONSIDERATION OF PROPOSAL FOR THE ADULT SOFTBALL PROGRAM AT  
REAVES PARK**

Jeff Hill, Recreation Superintendent informed the board there were two RFP's received for the Adult Softball Program. Both RFP's were provided in the packets. Commissioner Hoover and Commissioner Campbell were on a committee which interviewed both of the groups. The committee felt the proposal from the Norman Amateur Softball Association group was the best proposal because of their experience, more defined goals, the number of people that will be involved in the organization and their plans for the financial operation of the association and board structure. Commissioner Brockhaus questioned the status of the current equipment. Mr. Hill replied it would be remaining, in addition to \$5,000 seed money left over from the Reaves Park Softball Association.

Following a brief discussion, Commissioner Brockhaus made the motion and Commissioner Farley seconded to accept the committee recommendation of contracting with the Norman Amateur Softball Association. The vote was taken with the following results:

YEAH: Chairman Goth and Commissioners Brigham, Brockhaus, Campbell,  
Farley, Ferrier, Gallagher, Hoover and Jingoian

NAY: None

---

ITEM 6, being

**NOMINATION AND ELECTION OF CHAIR OF THE BOARD OF PARKS  
COMMISSIONERS**

The motion was made by Commissioner Farley and seconded by Commissioner Gallagher to nominate Dennis Brigham as the Chair of the Board of Parks Commissioners. The vote was taken with the following results:

YEAH: Chairman Goth and Commissioners Brigham, Brockhaus, Campbell,  
Farley, Ferrier, Gallagher, Hoover and Jingoian

NAY: None

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14. ITEM: CONTRACT NO. K-0910-143: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE 89ER DAY PARADE COMMITTEE IN THE AMOUNT OF \$5,000 FOR COSTS ASSOCIATED WITH THE 89'ER DAY PARADE TO BE HELD APRIL 24, 2010.

INFORMATION: The 89'er Day Parade Committee has submitted their annual request for funding in the amount of \$5,000, approved by Council in the FYE 2010 Budget, to cover costs associated with the 89'er Day Parade which will be on April 24, 2010. The above-described contract has been examined by the Assistant City Attorney and found to be in order and proper as to form. Staff recommends approval of this contract. Copies of an advisory memorandum, letter of request, contract, budget, and purchase requisition are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject Contract No. K-0910-143 with the 89er Day Parade Committee in the amount of \$5,000; and, if approved, authorize the execution thereof.

ACTION TAKEN: \_\_\_\_\_



**TO:** The Honorable Mayor and Councilmembers

**DATE:** February 8, 2010

**THROUGH:** Jeff Harley Bryant, City Attorney JHB  
**FROM:** Kathryn L. Walker, Assistant City Attorney KW

**SUBJECT:** AGENDA ITEM – Funding Agreement with 89er Day Parade Committee – Contract No. K-0910-143

**BACKGROUND:**

During the budgeting process a number of requests for funding assistance from nonprofit agencies are specifically reviewed, discussed and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the 89er Day Parade Committee. The 89er Day Parade will take place on April 24, 2010, and their funding agreement is now returned to Council for its approval.

**DISCUSSION:**

The agreement which comes before Council at this time is the same basic form agreement for all agencies. The agreement is specific in that it lists the services which the agency is to perform. Highlights of the funding agreement include a reporting procedure by the agency to the Council of expenditures of the funds. There is a requirement in each agreement that a representative of the City be allowed to serve as an *ex officio* member of the board of the organization if the City so desires. The agreement also provides for cancellation by either party and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

In addition, the contract is for a one-year period only. The contract does not automatically roll over and the funding request will be subject to Council's review as a part of next year's budget should the agency submit another request for funding. Funding for this year's contract is budgeted in Contributions-Organizations (010-1001-411.47-41).

**RECOMMENDATION:**

Based upon the above, it is Staff's recommendation that the funding agreement with the 89er Day Parade Committee, be approved. Should you have any questions or comments, please let me know.

Reviewed by: Steve Lewis, City Manager

cc: Anthony Francisco, Finance Director

Ellen Usry, Deputy City Clerk



# '89er Day Parade



**Committee:**

February 5, 2010

*Al Loeffelholz*

*Bob Thompson*

*Charles R. Hollingsworth*

*David Donaldson*

*David Teuscher*

*Don Mayes*

*Jennifer Tregarthen*

*John Marsh*

*Karin Ford*

*Lillian Guess*

*Lori Thrower*

*Mark A. Ledbetter*

*Mary Bess Gamel*

*Mary Jo Tinsley*

*Michelle Linnemann*

*Mike Pullin*

*Richard L. Reynolds*

*Rick Frye*

*Sandy Dunaway*

*Sean M. Crandall*

*Vera Taylor*

*Wanda Danley*

**Committee**

**Co-Chairs:**

*Charles R. Hollingsworth*

*Sean M. Crandall*

Brenda Hall  
City of Norman  
City Clerk  
Norman, Ok

Dear Brenda,

Thank you so much for the work you do in favor of the '89er Day Parade and Festival Committee.

This letter is to inform you that our committee has begun meeting and if convenient for you and the City of Norman is ready to receive the \$5,000 approved by the City of Norman for FYE 2010.

You may mail the check to me at the following address: '89er Day Parade, C/O Charles R. Hollingsworth, 200 East Main, Norman, Ok 73072.

If any of the paper work is not in complete compliance, please do not hesitate to contact me.

Sincerely,

Charles R. Hollingsworth  
for the committee

**FUND DISBURSEMENT AGREEMENT**

This agreement is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

89ER DAY PARADE COMMITTEE

(Name of Organization)

party of the second part, and hereinafter referred to as "the Organization", witnesseth:

A. That in consideration for the performance by the organization of the covenants and agreements as specified herein, the City, covenants and agrees:

1. To disperse to the Organization a sum not to exceed \$5,000.00 for the purpose of promoting, encouraging, and providing services for the 89er Day Parade to be held in the City of Norman. Said funds shall be used for this purpose and for no other purpose.
2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

B. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:

1. To expend funds granted by the City for the purpose as listed above.
2. Allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors if requested by the City.
3. To provide a written annual report on the activities of the Organization to the City, said report to be sent to the attention of the Norman City Clerk.

C. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
2. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpended funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City and the Organization shall immediately deliver such unexpended funds to the City.
3. This agreement may be canceled by either party upon the giving of fourteen (14) days written notice of cancellation to the other. Upon cancellation any unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.

D. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City and the Organization and its employees are responsible for its actions and that the Organization agrees to indemnify and save harmless the

City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including but not limited to attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same arising or growing out of or in any way connected with the Organization's management, operation and services.

- E. There are no other terms, either express or implied, than those expressly stated herein.
- F. In witness hereof, the parties hereto have executed this agreement on the day first above written.

89er Day Parade Committee

\_\_\_\_\_  
Charles R. Hollingsworth, Co-Chair

\_\_\_\_\_  
Sean Crandall, Co-Chair

Approved as to form and legality by the office of the City Attorney this 9 day of February, 2010.

  
\_\_\_\_\_  
Office of the City Attorney

Approved by the Norman City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

'89 Day Parade 2010 Committee  
Working Budget

*Income:*

City of Norman Funding	\$	5,000
Community Donations		5,000
Total Income	\$	10,000

*Expenses:*

Printing and Signage	\$	900
Insurance		750
Miscellaneous		1,500
Entertainment (Wagon Train)		1,000
Advertisement		825
Food & County Fair Board		3,500
Trophy Expense		600
Grand Marshal & Teacher of the Year Transportation		500
<i>In Kind Arvest Bank-Norman</i>		
Postage		-0-
Marketing (poster design & publication)		-0-
Committee Lunches		-0-
Total Expenses	\$	9,575

PURCHASE REQUISITION NBR: 0000167979

REQUISITION BY: SRUNYON  
SHIP TO LOCATION: CITY CLERK OFFICE  
STATUS: DIVISION APPROVAL  
REASON: FUNDS FOR 89'ER DAY PARADE  
DATE: 2/17/10  
SUGGESTED VENDOR: 9259 89ER DAY PARADE COMMITTEE  
DELIVER BY DATE: 2/23/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
1	FUNDS BUDGETED FOR THE 89'ER DAY PARADE COMMODITY: MISCELLANEOUS SERVICES, N SUBCOMMOD: AMUSEMENT AND ENTERTAINME	1.00	EA	5000.0000	5000.00	
REQUISITION TOTAL:					5000.00	

A C C O U N T   I N F O R M A T I O N				AMOUNT
LINE #	ACCOUNT	PROJECT		
1	01010014114741	Miscellaneous Services	\$	5000.00
		Contributions-Organization		
				5000.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

15. ITEM: CONSIDERATION OF THE CITY ATTORNEY'S RECOMMENDATION FOR APPROVAL OF A COURT ORDER REGARDING TONY STEVENS VS. THE CITY OF NORMAN, WORKERS' COMPENSATION COURT CASE NO. WCC-2009-10089 Y.

INFORMATION: The City Attorney recommends that the City comply with the Workers' Compensation Court Order. If approved, the Order will be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S., Section 2b; 51 O.S., Section 159; and 62 O.S., Section 361. Certifying the Order to the property tax rolls will reimburse the City's Workers' Compensation Fund over the next three years. Copies of an advisory memorandum, Court Order, and purchase requisitions are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the City Attorney's recommendation; and, if approved, authorize compliance with the Workers' Compensation Court Order and direct payment of claims which will constitute judgment against the City of Norman.

ACTION TAKEN: \_\_\_\_\_



# Office memorandum

**TO:** The Honorable Mayor and Councilmembers

**THROUGH:** Jeff Harley Bryant, City Attorney *JHB*  
**FROM:** R. Blaine Nice, Assistant City Attorney *BN*  
Rebecca R. Frazier, Assistant City Attorney *RF*

**DATE:** February 9, 2010

**SUBJECT:** AGENDA ITEM – Court Award in *Tony Stevens v. City of Norman*,  
Workers' Compensation Court Case No. WCC 2009-10089 Y

## **BACKGROUND:**

Tony Stevens is a Plant Operator at the Water Treatment Plant. He was hired on February 5, 1996 as a Maintenance Worker I, in the Water Line Maintenance Division of the Utilities Department. He filed Workers' Compensation Case No. WCC 2009-05614F on August 10, 2009 alleging injury as a result of cumulative trauma with the date of last exposure on or about July 26, 2009. The case has proceeded through the normal litigation process. A trial was held on February 5, 2010, and the Court awarded Mr. Stevens \$55,737. The Court Order is being presented to City Council for consideration. It is recommended that the City comply with this Order.

## **DISCUSSION:**

Nature of Claim. Mr. Stevens was hired by the City on February 5, 1996 as a Maintenance Worker I, in the Water Line Maintenance Division of the Utilities Department. He is currently Plant Operator B, Water Treatment Plant of the Utilities Department. He filed a Workers' Compensation claim alleging cumulative injury to his neck, left shoulder, back, and body with psychological overlay with the date of last exposure being on or about July 26, 2009.

Mr. Stevens has had previous on-the-job injuries which include upper back on November 17, 2003 and neck on February 14, 2005. In both instances, Mr. Stevens received treatment and was released to full work duty.

Mr. Stevens alleges he first noticed the back pain in 2006. He did not initially claim the injury was work related. When Mr. Stevens alleged the back pain was related to his February 14, 2005 incident, the injury was denied as being barred by the statute of limitations. In August 2009, he had a cervical fusion which was paid by the City's Health Insurance Plan. Mr. Stevens then consulted with an attorney, who filed the claim, alleging that the injury and the surgery that was subsequently required was due to cumulative trauma.

Issues for Trial. There is no question Mr. Stevens had an injury which required surgery. There were several issues before the Workers' Compensation Court in this case. First, whether the injury was the result of cumulative trauma from Mr. Stevens' job with the City and, therefore, covered by the Workers' Compensation Act. Second, whether continued medical maintenance was applicable. If the court determined the injury was the result of his employment with the City, then it would determine the nature and extent

of PPD and continuing medical maintenance. Permanent partial disability is a factual determination made by the Workers' Compensation Court trial judge based on doctors' opinions regarding the extent of permanent partial impairment.

On December 17, 2009, Mr. Stevens was evaluated by Dr. M. Stephen Wilson who opined 50% PPD to the body as a whole and 16% psychological overlay. It was also Dr. Wilson's opinion that Mr. Stevens was entitled to continuing medical maintenance for chronic back pain. This rating equates to \$112,860. The City had Mr. Stevens evaluated on January 27, 2010 by Dr. Kent Hensley who opined 17% PPD to the body as a whole and 0% psychological overlay. Dr. Hensley also stated that continuing medical maintenance would not be required. This rating equates to \$29,070. The Workers' Compensation Court trial judge is free to make a ruling within the range of the medical evidence presented at the time of trial. Therefore, the City's maximum exposure to compensate Mr. Stevens for his injuries is 66% PPD or \$112,860, plus providing medical maintenance. The City's minimum exposure is \$29,020 with no continued medical maintenance.

Court Award. This case was heard by the Workers' Compensation Court on February 5, 2010. After hearing the Claimant's testimony, testimony of the City's witnesses, and considering the expert medical evidence, the Court opined that Mr. Stevens sustained 25% PPD to the cervical spine, 2% PPD to the thoracic spine, 2% PPD due to psychological overlay and is entitled to continuing medical maintenance. The Court's findings are set out in Paragraph Nos. 5 and 6 of the Order as follows:

THAT as a result of said injury, claimant sustained 25 percent permanent partial disability to the CERVICAL SPINE (fusion) (**over and above any pre-existing disability**), 2 percent permanent partial disability to the THORACIC SPINE and 2 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY, for which claimant is entitled to compensation for 145 weeks at \$342.00 per week, or the total amount of \$49,590 of which 18 weeks have accrued and shall be paid in a lump sum of \$6,156.00.

THAT DR. A.E. MOORAD is authorized to provide claimant with continuing medical management in the form of prescription medications related to treatment of this injury. This authorization is subject to the rules, limitations and requirements of the Oklahoma Guidelines for Prescription of Opioid Medications for Acute and Chronic Pain. Claimant is not currently taking non-opioid medications, and said physician shall not prescribe opioid medications without approval of the Court. This order may be modified or rescinded by order of the Court after hearing on the application of either party.

As can be noted in Paragraph No. 5 of the Court's Order, PPD compensation is expressed in terms of "weeks" of compensation with an accompanying "weekly wage rate." Workers' Compensation awards are normally paid at the weekly rate over a



period of time. Mr. Stevens' weekly PPD wage rate is \$342. In this instance, a portion of the award has accrued and will be paid in a lump sum.

Further, in paragraph 4 of the Order, Claimant is awarded temporary total disability as follows:

THAT as a result of said injury, claimant was temporarily totally disabled from JULY 29, 2009 to SEPTEMBER 30, 2009, for which time claimant is entitled to compensation for 9 weeks in the total amount of \$6,147.00.

In complying with the Order, payment to Claimant and his attorney will be as follows:

PPD (27% the back; 2% Psychological Overlay): \$49,590.00

Accrued 18 weeks @ \$342/week (per Order)	\$ 6,156.00
Add'l 3 weeks City Council/Finance Processing	\$ <u>1,026.00</u>
Total Lump Sum to Claimant	\$ 7,182.00
TTD Award 7-29-09 through 9-30-09	\$ <u>6,147.00</u>
	\$13,329.00

Attorney's Fee (per Order)	<u>\$10,532.70</u>
Total Lump Sum to Claimant	<u>\$23,861.70</u>

The balance of the Order, \$31,875.30 will be paid weekly at \$342/week until paid, with the first payment to begin on or about March 4, 2010.

Also, as noted, in Paragraph Nos. 9 & 10 of the Order, the City will incur additional costs and fees and follows:

Workers' Compensation Administration Fund Tax	\$ 991.80
Special Occupational Health & Safety Fund Tax	\$ 371.93
Filing Fee (Workers' Comp Court)	\$ 75.00

In addition, the filing fee for Cleveland County District Court to place this Order on the tax rolls is:

Filing Fee (District Court)	\$ <u>119.30</u>
Total costs and fees to the City of Norman	\$ 1,558.03

The total cost of this Order to the City would be \$57,295.03

**RECOMMENDATION:**

The issues tried on February 5, 2010 were whether or not Mr. Stevens' employment with the City of Norman was the major cause of his injuries and, if so, the nature and extent of Mr. Stevens' injury and continuing medical maintenance. Because Mr. Stevens was a thirteen year employee and his job for many years involved physical labor, it is doubtful a more favorable ruling on the issue of causation could be achieved by further litigation. Further, the Order was within the range of the medical evidence provided at trial and slightly less than one-third the difference in the doctors' opinions. It is recommended that the City move forward to comply with this Order.

Acceptance of the Order would require the payments as outlined above. The Order would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85 O.S. § 2b, 51 O.S. § 159, and 62 O.S. § 361, *et seq.* Certifying the Order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

Reviewed by: Steve Lewis, City Manager  
Ken Komiske, Director of Utilities

Handwritten signatures of Steve Lewis and Ken Komiske. Steve Lewis' signature is a stylized 'SL' and Ken Komiske's signature is 'K Komiske'.

cc: Ellen Usry, Deputy City Clerk

**FILED**

**WORKERS' COMPENSATION COURT  
STATE OF OKLAHOMA**

**Robert L. Tharp**  
**COURT CLERK**

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Ins. Carrier

**15-5**

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THAT at time of injury, claimant's wages were sufficient to establish the rates of compensation at \$683.00 per week for temporary total disability and \$342.00 per week for permanent partial disability.

- 4 -

THAT as a result of said injury, claimant was temporarily totally disabled from JULY 29, 2009 to SEPTEMBER 30, 2009, for which time claimant is entitled to compensation for 9 weeks in the total amount of \$6,147.00.

- 5 -

THAT as a result of said injury, claimant sustained 25 percent permanent partial disability to the CERVICAL SPINE (fusion)(over and above any pre-existing disability), 2 percent permanent partial disability to the THORACIC SPINE and 2 percent permanent partial disability to the PSYCHOLOGICAL OVERLAY, for which claimant is entitled to compensation for 145 weeks at \$342.00 per week, or the total amount of \$49,590.00 of which 18 weeks have accrued and shall be paid in a lump sum of \$6,156.00.

- 6 -

THAT DR. A.E. MOORAD is authorized to provide claimant with continuing medical management in the form of prescription medications related to treatment of this injury. This authorization is subject to the rules, limitations and requirements of the Oklahoma Guidelines for Prescription of Opioid Medications for Acute and Chronic Pain. Claimant is not currently taking non-opioid medications, and said physician shall not prescribe opioid medications without approval of the Court. This order may be modified or rescinded by order of the Court after hearing on the application of either party.

- 7 -

THAT respondent and/or insurance carrier shall pay all reasonable and necessary medical expenses incurred by claimant as a result of said injury including medical, diagnostics and surgery.

- 8 -

THAT respondent or insurance carrier shall pay claimant the accrued portion of the award herein in lump sum of \$12,303.00 and pay the balance of said award at the rate of \$342.00 per week until the total award of \$55,737.00 (less attorney fee) has been paid to claimant.

- 9 -

THAT respondent or insurance carrier shall pay court costs; Special Occupational Health and Safety Fund Tax shall be paid in the sum of \$371.93, representing three-fourths of one percent (0.75%). Respondent, if Own Risk, shall pay \$991.80 to the Workers' Compensation Administration Fund, representing two percent (2%) of the permanent disability award herein.

- 10 -

THAT pursuant to Title 85 O.S. Section 93, a filing fee of seventy-five dollars (\$75.00) is taxed as a cost in this matter, and shall be paid by respondent to the Court Administrator unless a filing fee was previously paid, within twenty (20) days from the date this order becomes final.

- 11 -

THAT the sum of \$10,532.70 shall be deducted from the award herein and paid in lump sum to claimant's attorney as a fair and reasonable attorney fee; within twenty (20) days from the date of filing of this order, respondent or insurance carrier shall comply herewith.

BY ORDER OF:

/s/ *John M. McCormick*

JOHN MICHAEL MCCORMICK, JUDGE

pj/KAnderson

A copy of the above and foregoing Court Order was mailed, by regular or Certified United States Mail, on this filed stamped date to:

Claimant's Attorney: RICHARD A BELL  
PO BOX 1529  
NORMAN, OK 73070-1529

Respondent's Attorney: R BLAINE NICE  
PO BOX 370  
NORMAN, OK 73070-

I do hereby certify that the above and foregoing is a true and correct copy of the original order signed by the Judge herein. Witness by my hand and the official seal of this court on this date.

*Robert A. Sharp*



Court Clerk  
February 8, 2010

PURCHASE REQUISITION NBR: 0000167642

REQUISITION BY: DJOHNSON  
STATUS: DIVISION APPROVAL  
REASON: WORKERS COMP ORDER

DATE: 2/09/10

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: TONY STEVENS & RICHARD A. BELL

DELIVER BY DATE: 2/24/10

LINE NBR	DESCRIPTION	QUANTITY	UOM	UNIT COST	EXTEND COST	VENDOR PART NUMBER
-------------	-------------	----------	-----	--------------	----------------	--------------------

1	WORKERS COMP ORDER STEVENS V CON; WC 2009-10089 Y; COURT ORDERED SETTLEMENT. CONTINGENT UPON COUNCIL APPROVAL ON 2-23-10. SEPARATE CHECK; RETURN CHECK TO LEGAL. COMMODITY: INSURANCE, ALL TYPES SUBCOMMOD: WORKER'S COMPENSATION	1.00	EA	23861.7000	23861.70	
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REQUISITION TOTAL: 23861.70

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	AMOUNT
1	01030024152131 Other Salary Orders/Settlements	100.00	23861.70

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000167643

REQUISITION BY: DJOHNSON

STATUS: DIVISION APPROVAL

REASON: WORKERS COMP ADMIN TAX

DATE: 2/09/10

SHIP TO LOCATION: LEGAL DEPARTMENT

SUGGESTED VENDOR: 2267 WORKMANS COMPENSATION

DELIVER BY DATE: 2/10/10

1 WORKERS COMP ADMIN TAX  
STEVENS V CON; WCC 2009-10089 Y; CONTINGENT UPON C  
OUNCIL APPROVAL ON 2-23-10; SEPARATE CHECK; RETURN  
CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 991.80

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152133	Other Salary Administration Fund	100.00	991.80

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

PURCHASE REQUISITION NBR: 0000167644

REQUISITION BY: DJOHNSON      STATUS: DIVISION APPROVAL      DATE: 2/09/10  
REASON: WORKERS COMP SPEC OCCU & HEALTH TAX      ✓  
SHIP TO LOCATION: LEGAL DEPARTMENT      SUGGESTED VENDOR: 1950 SPECIAL OCCUPATIONAL HEALTH AN      DELIVER BY DATE: 2/10/10

1 WORKERS COMP SPEC OCCU & HEALTH TAX      1.00 EA      371.9300      371.93      1950  
STEVENS V CON; WCC 2009-10089 Y; CONTINGENT UPON C  
OUNCIL APPROVAL ON 2-23-10; SEPARATE CHECK; RETURN  
CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMM: WORKER'S COMPENSATION

REQUISITION TOTAL: 371.93

A C C O U N T I N F O R M A T I O N

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024152135	Other Salary Spec Occ Health & Safety	100.00	371.93 ✓

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:  
SEPARATE CHECK; RETURN CHECK TO LEGAL.



PURCHASE REQUISITION NBR: 0000167645

REQUISITION BY: DJOHNSON      STATUS: DIVISION APPROVAL      DATE: 2/09/10  
REASON: WORKERS COMP FILING FEE      ✓  
SHIP TO LOCATION: LEGAL DEPARTMENT      SUGGESTED VENDOR: 2268 WORKERS' COMPENSATION COURT      DELIVER BY DATE: 2/10/10

1 WORKERS COMP FILING FEE      1.00      EA      75.0000      75.00      2268  
STEVEN V CON; WCC 2009-10089 Y; CONTINGENT UPON CO  
UNCIL APPROVAL ON 2-23-10; SEPARATE CHECK; RETURN  
CHECK TO LEGAL.  
COMMODITY: INSURANCE, ALL TYPES  
SUBCOMMOD: WORKER'S COMPENSATION

REQUISITION TOTAL: 75.00

ACCOUNT INFORMATION

LINE #	ACCOUNT	PROJECT	%	AMOUNT
1	01030024154704	Miscellaneous Services Other Filing Fees	100.00	75.00 ✓
				75.00

REQUISITION IS IN THE CURRENT FISCAL YEAR.

REQUISITION COMMENTS:

SEPARATE CHECK; RETURN CHECK TO LEGAL.

16. ITEM: CONSIDERATION OF RESOLUTION NOS. R-0910-89, R-0910-90, AND R-0910-91 PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA SAFETY) FUNDS FOR LIGHTING, SIGNALIZATION, AND PAVEMENT MARKING IMPROVEMENTS ALONG VARIOUS CITY OF NORMAN STREETS.

RESOLUTION NO. R-0910-89: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA-SAFETY) FUNDS FOR THE INSTALLATION OF CONTINUOUS ROADWAY LIGHTING ALONG MAIN STREET WEST OF MERKLE DRIVE TO UNIVERSITY BOULEVARD.

RESOLUTION NO. R-0910-90: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA-SAFETY) FUNDS FOR TRAFFIC SIGNAL UPGRADES (L.E.D. DISPLAYS AND POWER BACK-UP UNITS) AT VARIOUS INTERSECTIONS CITYWIDE.

RESOLUTION NO. R-0910-91: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP/UZA-SAFETY) FUNDS FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS AT VARIOUS LOCATIONS CITYWIDE.

INFORMATION: The above-described resolutions have been drawn and are submitted for City Council's consideration. Copies of an advisory memorandum, list of projects, resolutions, and location maps are included in the Agenda Book.

ACTION NEEDED: 1. Motion to adopt or reject Resolution No. R-0910-89.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Motion to adopt or reject Resolution No. R-0910-90.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 3. Motion to adopt or reject Resolution No. R-0910-91.

ACTION TAKEN: \_\_\_\_\_



# office memorandum

**DATE:** January 25, 2010

**TO:** Honorable Mayor and City Council

**FROM:** Angelo A. Lombardo, City Traffic Engineer



**SUBJECT:** Agenda Item – Approval of Resolutions No. R-0910-89 thru 91 requesting Federal Surface Transportation Urbanized Area Safety Funds (STP/UZA - Safety) for various Capital Improvement Projects

## **BACKGROUND:**

The 2005 – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) allocates approximately \$15 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost for the higher priority projects.

## **DISCUSSION:**

On December 15, 2009, staff submitted 22 projects for consideration in the formulation of ACOG's 4-Year Transportation Improvement Program. One of the requirements for project consideration is that interested cities submit programming resolutions for each individual project. In years past, Council has adopted resolutions for 19 of the projects. The three projects requiring programming resolutions are:

### ➤ Main Street Continuous Roadway Lighting

This project will replace the antiquated lighting system along Main Street, starting west of Merkle Drive and ending at University Boulevard. The new system will feature "green" technology with the use of LED lamps, as a pilot project, for the first time in the state of Oklahoma. The upgrade is anticipated to save the City approximately \$25,000 per year in operating cost. Design standards will be developed in cooperation with OG&E staff, who has agreed to provide future maintenance of the system. The estimated construction cost of \$525,000 will be funded with 100% federal funds as a safety improvement project.

➤ Citywide Traffic Signal Upgrade

This project will replace the remaining incandescent bulbs with LED displays and provide battery power back-up systems at 43 signalized intersections throughout the City. The project allows the City to complete the upgrade of all traffic signals ahead of schedule and at a significant cost savings to the City through the use of federal funds. The estimated construction cost of \$550,000 will be funded with 100% federal funds as a safety improvement project.

➤ Citywide Pavement Markings

This project provides new thermoplastic pavement markings along several miles of functionally classified roadways in the City. This will be the first project in Norman that uses federal funds for this type of maintenance activity. This new funding strategy will help offset the demands placed on the City's operating budget as they relate to the ever expanding system of roadways that require the application of pavement markings. The estimated construction cost of \$390,000 will be funded with 100% federal funds as a safety improvement project.

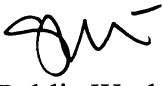



In each of the resolutions, the City agrees to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which normally is 20% but for these safety projects will be 0%.

**RECOMMENDATION:**

Staff recommends approval of resolutions No. R-0910-89 thru 91 requesting Federal Surface Transportation Safety (STP/UZA - Safety) funds for the Capital Improvement Projects listed in the attached table.

AAL

Attachment

Reviewed by: Steve Lewis, City Manager   
Shawn O'Leary, Director of Public Works   
Linda Price, Revitalization Manager   
Jeff Bryant, City Attorney 

**PROGRAMMING RESOLUTIONS REQUESTING FEDERAL FUNDS  
CITY OF NORMAN**

<b>Project Location</b>	<b>Description</b>	<b>Resolution No.</b>	<b>Federal Funds</b>
Main Street, from west of Merkle Drive to University Boulevard	Continuous Roadway Lighting using LED Technology (Construction funded with 100% federal funds)	R-0910-89	\$ 525,000
Citywide	Traffic signal upgrades (LED displays and battery power back-up) (Construction funded with 100% federal funds)	R-0910-90	\$ 550,000
Citywide	Installation of Thermoplastic Pavement Markings (Construction funded with 100% federal funds)	R-0910-91	\$ 390,000

<b>Total Funds Requested</b>	<b>\$ 1,465,000</b>
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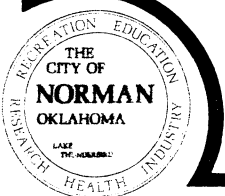
R-0910-89

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP/UZA-Safety) FUNDS FOR THE INSTALLATION OF CONTINUOUS ROADWAY LIGHTING ALONG MAIN STREET, BETWEEN WEST OF MERKLE DRIVE TO UNIVERSITY BOULEVARD**

- § 1. WHEREAS, Federal STP/UZA (Safety) funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a transportation improvement project described as follows:

**Installation of continuous roadway lighting along Main Street, between west of Merkle Drive and University Boulevard**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$ 525,000.00 and Federal participation under the terms of the 2005 – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), relating to STP/UZA (Safety) funds is hereby requested in the amount of \$ 525,000.00 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

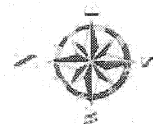
\_\_\_\_\_  
City Clerk



# Main Street Roadway Lighting From West of Merkle Drive to University Boulevard

1 inch equals 900 feet

0 275 550 1,100 Feet





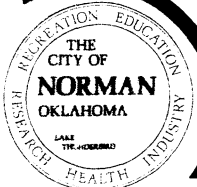
R-0910-90

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE  
TRANSPORTATION PROGRAM URBANIZED AREA SAFETY  
(STP-UZA - Safety) FUNDS FOR TRAFFIC SIGNAL UPGRADES  
(L.E.D. DISPLAYS AND POWER BACK-UP UNITS) AT VARIOUS  
INTERSECTIONS CITYWIDE**

- § 1. WHEREAS, Federal STP/UZA (Safety) funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Traffic signal upgrades (L.E.D. Displays and Power Back-Up Units) at various intersections citywide**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$ 550,000 and Federal participation under the terms of the 2005 – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), relating to STP/UZA funds is hereby requested in the amount of \$ 550,000 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



- § 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (non-participating construction cost, if any) 30 days after approval by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

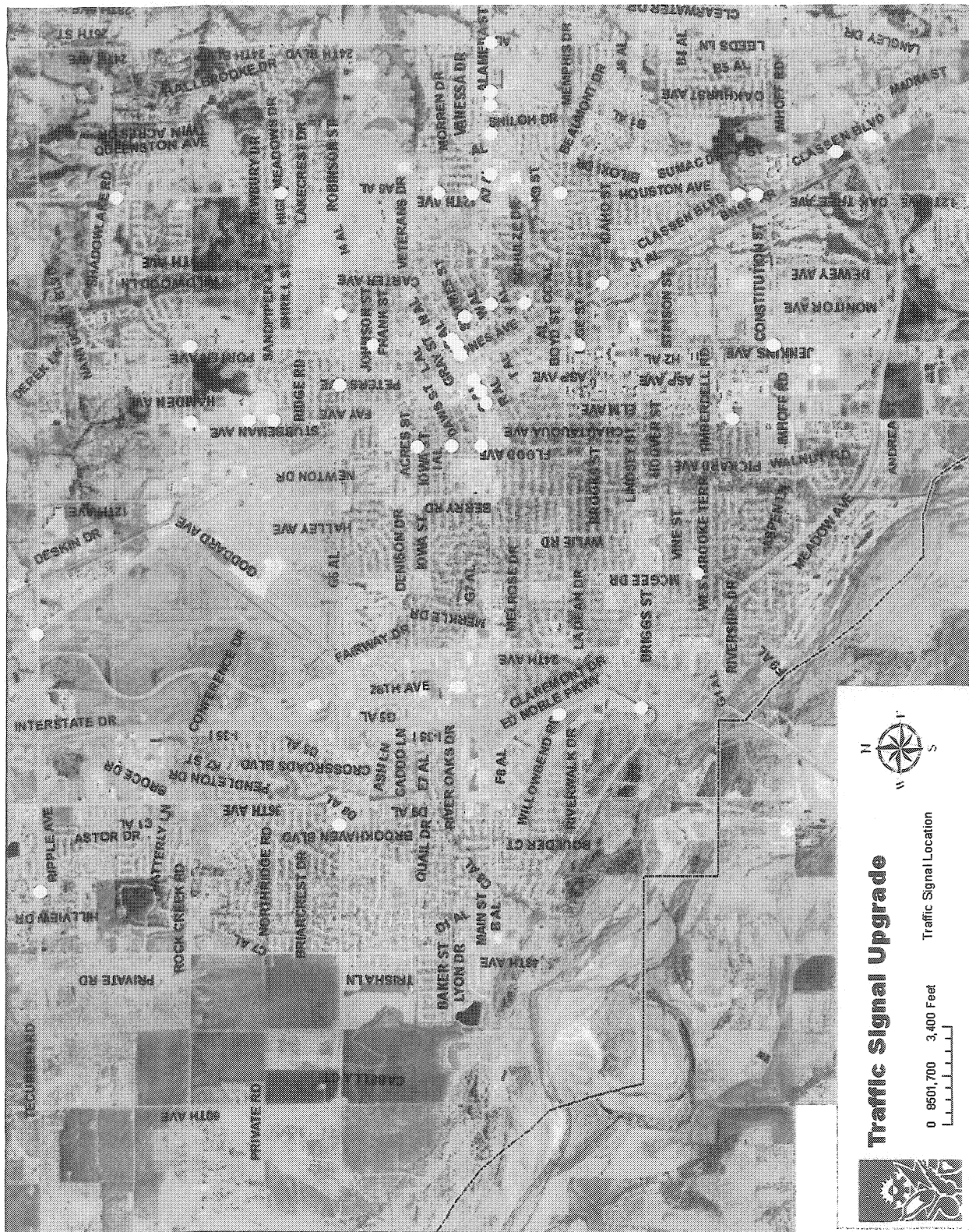
- § 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



Traffic Signal Location

0 850 1,700 3,400 Feet



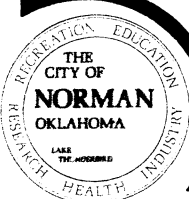
R-0910-91

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA SAFETY (STP-UZA - Safety) FUNDS FOR THE INSTALLATION OF THERMOPLASTIC PAVEMENT MARKINGS AT VARIOUS LOCATIONS CITYWIDE**

- § 1. WHEREAS, Federal STP/UZA (Safety) funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Installation of Thermoplastic Pavement Markings at various locations citywide**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$ 390,000 and Federal participation under the terms of the 2005 – Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), relating to STP/UZA funds is hereby requested in the amount of \$ 390,000 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



- § 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (non-participating construction cost, if any) 30 days after approval by the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

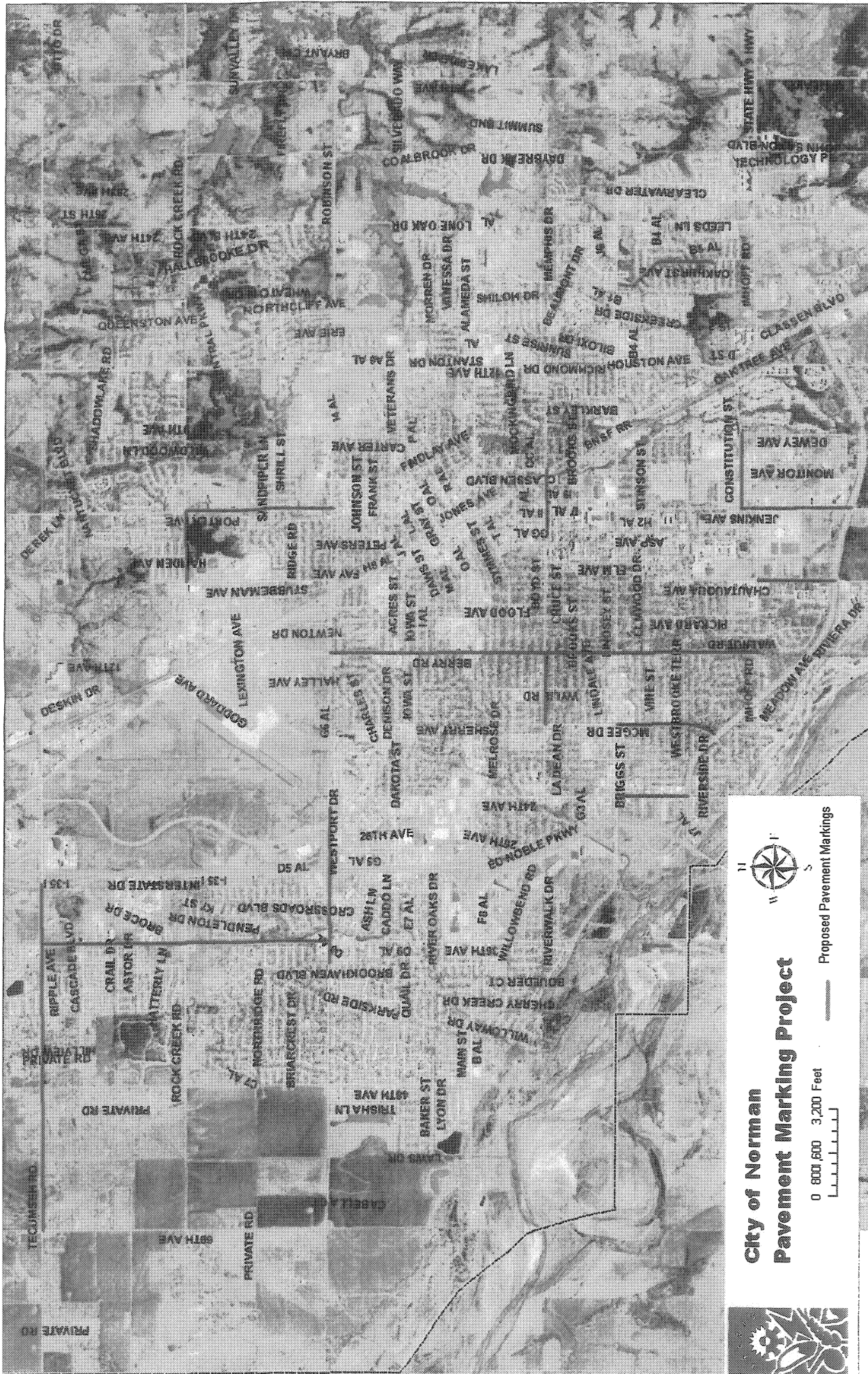
PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

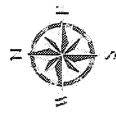
ATTEST:

\_\_\_\_\_  
City Clerk





**City of Norman  
Pavement Marking Project**



Proposed Pavement Markings

0 800 1600 3200 Feet

17. ITEM: RESOLUTION NO. R-0910-93: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO THETA DEMPSEY FOR HER EFFORTS AND CONTRIBUTIONS TO PUBLIC TRANSPORTATION AND THE CLEVELAND AREA RAPID TRANSIT SYSTEM (CART) AND CONGRATULATING HER ON HER RETIREMENT.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. A copy of the resolution is included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-93.

ACTION TAKEN: \_\_\_\_\_

# Resolution

R-0910-93

A RESOLUTION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, COMMENDING AND EXTENDING APPRECIATION TO THETA DEMPSEY FOR HER EFFORTS AND CONTRIBUTIONS TO PUBLIC TRANSPORTATION AND THE CLEVELAND RAPID TRANSIT SYSTEM (CART) AND CONGRATULATING HER ON HER RETIREMENT.

- § 1. WHEREAS, Theta Dempsey began her career at the University of Oklahoma working at the customer service window in Parking and Transportation Services, worked her way up in the department eventually becoming the director, and has dedicated her 26 year career to better the University of Oklahoma, the City of Norman, and the community; and
- § 2. WHEREAS, overseeing the CART System, Theta has left her mark through her commitment to enhancing public transportation options for the citizens of Norman; and
- § 3. WHEREAS, CART began 30 years ago as a campus transit system but has flourished under Theta's guidance and presently transports more than one million riders annually as the City of Norman's transit system and has doubled the number of bus routes since 1980; and
- § 4. WHEREAS, CART began operations with 5 buses and has grown to a fleet of 30 vehicles including 14 transit coach buses, 4 replica trolleys, and 12 paratransit vans; and
- § 5. WHEREAS, Theta has long been an integral and active leader in transportation in the community as she has served on both the City Council Transportation Committee and the Norman Chamber of Commerce Transportation Committee; and
- § 6. WHEREAS, Theta advocated the use of cleaner burning fuels in the 1980's well before "Going Green" was a term; and
- § 7. WHEREAS, Theta's vision and insight have made the University of Oklahoma (OU) and City of Norman premier in alternative fuel usage with the development of OU's Transportation Operation Center as the culmination of her efforts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

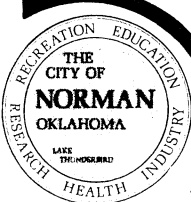
- § 8. That the Mayor and City Council of the City of Norman commend and extend appreciation to Theta Dempsey for her strong commitment and dedication to enhancing public transportation throughout the City of Norman and further congratulate her on her retirement with best wishes to her for continued success in the years to come.

PASSED and ADOPTED this 23rd day of February, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk






18. ITEM: RESOLUTION NO. R-0910-94: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING RECEIPT OF THE AMENDED EMERGENCY OPERATIONS PROCEDURE AND ALERTING CITIZENS TO THE APPROACH OF THE SPRING STORM SEASON.

INFORMATION: The above-described resolution has been drawn and is submitted for City Council's consideration. Copies of an advisory memorandum and resolution are included in the Agenda Book.

ACTION NEEDED: Motion to adopt or reject Resolution No. R-0910-94.

ACTION TAKEN: \_\_\_\_\_



**DATE:** February 15, 2010  
**TO:** Honorable Mayor and City Councilmembers  
**FROM:** James Fullingim, Fire Chief   
**SUBJECT:** Resolution R-0910-94: Acknowledging A Change to the Emergency Operations Procedure for Outdoor Weather Warnings

**BACKGROUND:**

Beginning in June 2009, the City Council Oversight Committee discussed the current City of Norman outdoor warning system and policy at two separate meetings. In those meetings, the Norman Fire Department made presentations regarding the status of the current outdoor warning system and provided information regarding possible changes to be made to the outdoor warning policy in light of input from surrounding jurisdictions and weather professionals. Additionally, City Council took up the topic at an October 27, 2009 Council Conference and a November 3, 2009 Study Session. As a result of those meetings, City of Norman Emergency Management personnel has amended Annex C of the Emergency Operations Procedure in order to reflect current best practices.




**DISCUSSION:**

The change in the Emergency Operations Procedure allows Emergency Management Personnel to sound the outdoor warning sirens when a tornado warning, that includes the City of Norman, is issued by the National Weather Service. The National Weather Service is now using an improved technology that allows more accurate pinpointing of storm locations. With that improved pinpointing, Emergency Management personnel have an additional tool to use in making the decision to sound the outdoor warning sirens. The subject Resolution provides City Council the opportunity to acknowledge receipt of the change in the Emergency Operations Procedure and to alert the public to that change as the spring storm season approaches. In addition, the Resolution provides that the policy be revisited on an annual basis in order to maintain a clear understanding of the community's outdoor warning system and the capabilities by which the system can alert citizens in emergency conditions.

**RECOMMENDATION:**

Based upon the above and foregoing discussion, it is the recommendation of the Norman Fire Department that Resolution R-0910-94 be adopted.

Attachment: Resolution R-0910-94

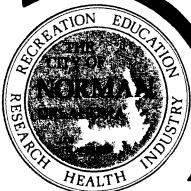
Reviewed By: Leah Messner, Assistant City Attorney   
Jeff Bryant, City Attorney   
Steve Lewis, City Manager 

A RESOLUTION OF THE COUNCIL OF THE  
CITY OF NORMAN, OKLAHOMA,  
ACKNOWLEDGING RECEIPT OF THE  
AMENDED EMERGENCY OPERATIONS  
PROCEDURE AND ALERTING CITIZENS TO  
THE APPROACH OF THE SPRING STORM  
SEASON.

- § 1. WHEREAS, Oklahoma lies in the heart of the most tornado-prone region in the United States, and, on average, sixty tornadoes are observed in the state each year; and
- § 2. WHEREAS, nearly three-quarters of Oklahoma's tornadoes occur during the April-June storm season; and
- § 3. WHEREAS, the City of Norman has an Emergency Operations Procedure, adopted in October 2003, for weather warnings that is used to determine when emergency management personnel will sound the outdoor warning sirens; and
- § 4. WHEREAS, in order to reassess the City of Norman's Emergency Operations Procedure for activation of outdoor warning sirens, City of Norman Emergency Management personnel contacted surrounding jurisdictions, the University of Oklahoma, the National Weather Service, the National Severe Storms Laboratory, the Oklahoma Climatological Survey, the State Park Department, the Cooperative Institute for Mesoscale Meteorological Studies, Westheimer Airport, the Central Oklahoma Master Conservancy District, and Skywarn regarding their input; and
- § 5. WHEREAS, the City of Norman Emergency Management personnel, in light of input from other jurisdictions and weather professionals, has amended the Emergency Operations Procedure to require sounding of the outdoor warning sirens when the National Weather Service, using new technology for pinpointing storm locations, has issued a tornado warning for an area within the City of Norman; and
- § 6. WHEREAS, it is prudent to remind the public of the City of Norman's outdoor storm warning system and policy as each spring storm season approaches.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 7. That the City Council acknowledges receipt of the amended portion of Annex C of the Emergency Operations Procedure, as attached, for outdoor storm warnings.
- § 8. That the City Council will revisit the amended Annex C on an annual basis in order to maintain a clear understanding of the community's outdoor warning system and the capabilities by which the system can alert citizens in emergency conditions.



- § 9. That the City of Norman will take steps to educate the public each year as the spring storm season approaches, as part of the annual revisit of the City of Norman's policy for outdoor warnings contained in Annex C of the Emergency Operations Procedure.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## ANNEX C

### WARNING

#### III. CONCEPT OF OPERATION

##### B. Weather Warning Procedures.

Upon receipt of notification of approaching severe weather (~~i.e. tornadoes, thunderstorms, floods, etc.~~) from the National Weather Service, storm watch personnel, other communities in the county or any other official source, the Emergency Management Director ~~who~~ will make the determination to activate the outdoor warning sirens, if required. A tornado warning issued from the National Weather Service with a polygon including any portion of the City of Norman may be a cause for outdoor warning siren activation. If communications with the Emergency Management Director or Emergency Management Coordinator cannot be established, Fire Department Shift Commanders are authorized to sound the outdoor warning sirens.

19. ITEM: CONSIDERATION OF A REVISED PRELIMINARY PLAT FOR HIGHLAND VILLAGE ADDITION.

LOCATION: Generally located on the west side of North Porter Avenue approximately one-half mile north of Rock Creek Road.

INFORMATION:

1. Owner. Highland Village, L.L.C.
2. Developer. Highland Village, L.L.C.
3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. Refer to the Planning Commission Staff Report, November 12, 2009.
2. March 13, 2001. City Council, by a vote of 7-0, recommended that the preliminary plat for Highland Village Addition be approved.
3. September 28, 2004. City Council, by a vote of 9-0, recommended that the revised preliminary plat for Highland Village Addition be approved.
4. September 28, 2009. The approval of the revised preliminary plat for Highland Village Addition became null and void.
5. November 12, 2009. Planning Commission, by a vote of 9-0, recommended that the revised preliminary plat of Highland Village Addition, be approved.

IMPROVEMENT PROGRAM:

1. Refer to the Planning Commission Staff Report, November 12, 2009.

PUBLIC DEDICATIONS:

1. Refer to the Planning Commission Staff Report, November 12, 2009.

SUPPLEMENTAL MATERIAL: Copies of an advisory memorandum; location map; revised preliminary plat, Staff Report recommending approval; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: Motion to approve or reject the revised preliminary plat for Highland Village Addition.

ACTION TAKEN: \_\_\_\_\_



**Date:** February 2, 2010  
**To:** Honorable Mayor and Councilmembers  
**From:** Angelo Lombardo, Traffic Engineer *AL*  
Ken Danner, Development Manager *KD*  
**Subject:** Agenda Item – Preliminary Plat for Highland Village Addition

**BACKGROUND:**

This item is a preliminary plat for Highland Village Addition and is located on the west side of North Porter Avenue approximately one-half mile north of Rock Creek Road. The Norman Board of Parks Commissioners, at its meeting of August 5, 2004, recommended public and private parkland for subject property.

City Council, at its meeting of March 13, 2001, adopted Ordinance No. O-0001-33 placing this property in A-1, PL, R-1 and PUD and removing it from A-2 and R-2 zoning classification. On that date, City Council also approved the preliminary plat for Highland Village Addition. On September 28, 2004, City Council approved a revised preliminary plat for Highland Village Addition. On September 28, 2009, that revised preliminary plat expired. There are no substantive changes to the previous preliminary plat on the proposed preliminary plat.

**DISCUSSION:**

The 220 single-family residential lots in this preliminary plat are expected to generate approximately 2,148 trips per day. The traffic capacity on the affected roadways exceeds the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated on these facilities.

STREET	NO. OF LANES	PROPOSED DEVELOPMENT (Veh/day)	EXISTING TRAFFIC* (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (EXISTING)	% CAPACITY USED (PROJECTED)
Porter Avenue	4	1,074	10,760	11,834	34,200	31.46	34.60
Rock Creek Road	4	1,074	13,496	14,570	34,200	39.46	42.60

\* Includes 2% growth in existing traffic to account for small-scale traffic growth (un-named developments) during build-out

Because of the development's size and traffic generation potential, the applicant was required to update the original traffic assessment of impact. The study was completed by Traffic Engineering Consultants, Inc., and was submitted in October, 2009.

The updated traffic impact study is a more detailed analysis that evaluated future peak hour traffic conditions. The findings of the study, which projected traffic volumes to the year 2020, are consistent with the finding of our previous assessment. These findings showed that the nearby intersections affected by the additional development traffic were expected to operate within the required levels of service, and that no off-site traffic improvements will be necessary to accommodate the higher traffic demand.

Public improvements for this property consist of the following:

1. Fencing. Fencing is required adjacent to North Porter Avenue.
2. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
3. Drainage. Storm sewer and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff from upstream and the majority of this addition will be conveyed to privately-maintain detention facilities which are located on the west boundary of the property. Also, there is a proposed privately-maintained detention facility located on the east boundary of the property to serve previously approved Highland Village Addition, Section 2.
4. Permanent Markers. Permanent markers will be installed prior to filing of the final plats.
5. Sanitary Sewer. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department Quality standards. Off plat easements will be required in order to serve the western lots with public sanitary sewer mains.
6. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy. Sidewalks have been installed adjacent to North Porter Avenue.
7. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Porter Avenue has been improved.
8. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. There is an existing twelve-inch (12") water line adjacent to North Porter Avenue.
9. Public Dedications: All rights-of-way and easements will be dedicated to the City with final platting.

**RECOMMENDATION:**

Based upon the above information, Staff recommends approval of the preliminary plat for Highland Village Addition.

tf

Reviewed by: Bob Hanger, City Engineer

Shawn O'Leary, Director of Public Works

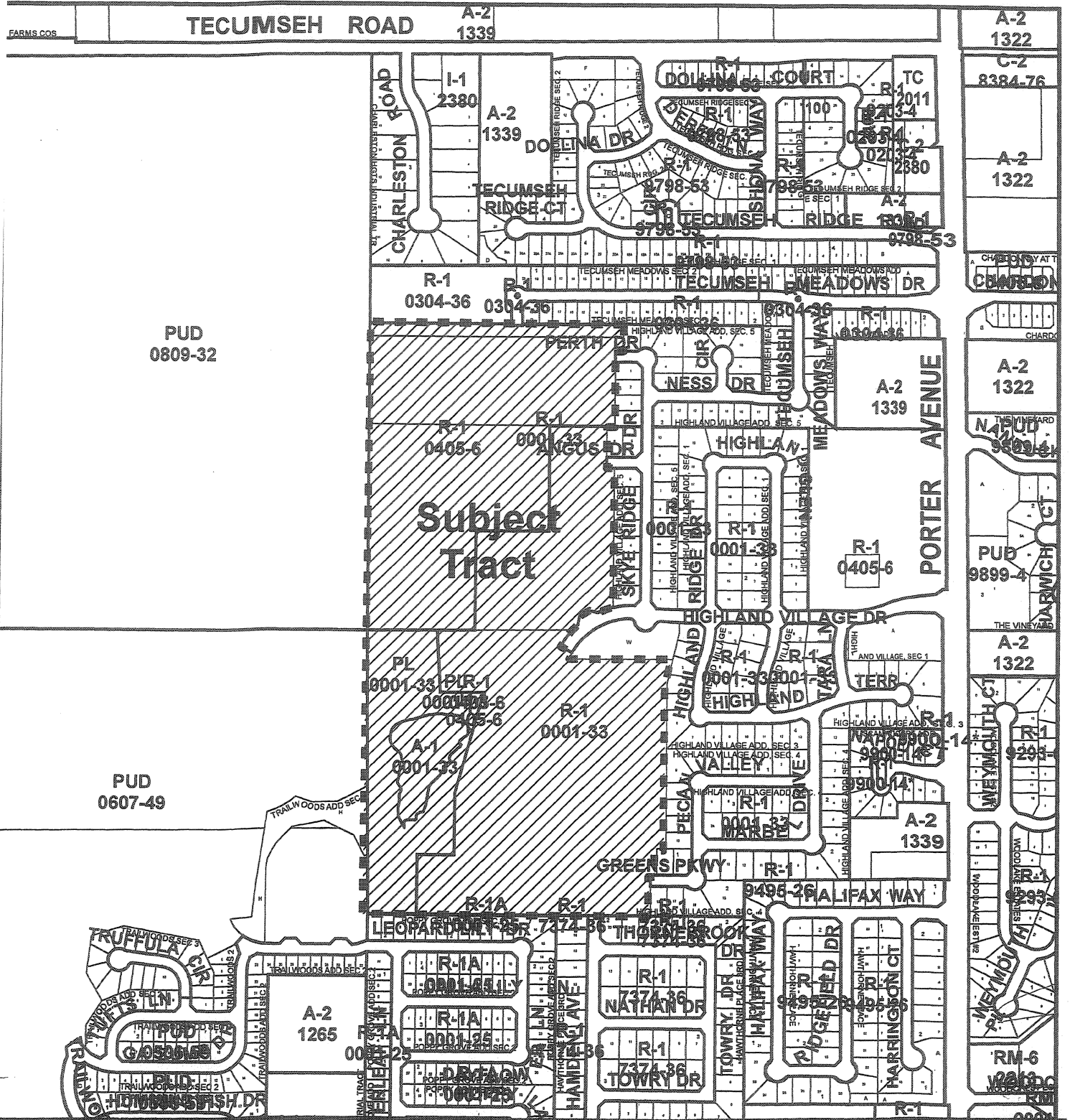
Susan Connors, Director of Planning and Community Development

Ken Komiske, Director of Utilities

Jeff Bryant, City Attorney

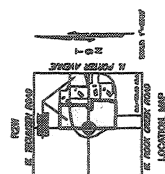
Steve Lewis, City Manager





## REVISED PRELIMINARY PLAT - HIGHLAND VILLAGE ADDITION

OWNER/DEVELOPER: Highland Village, L.L.C.  
ENGINEER: SMC Consulting Engineers, P.C.

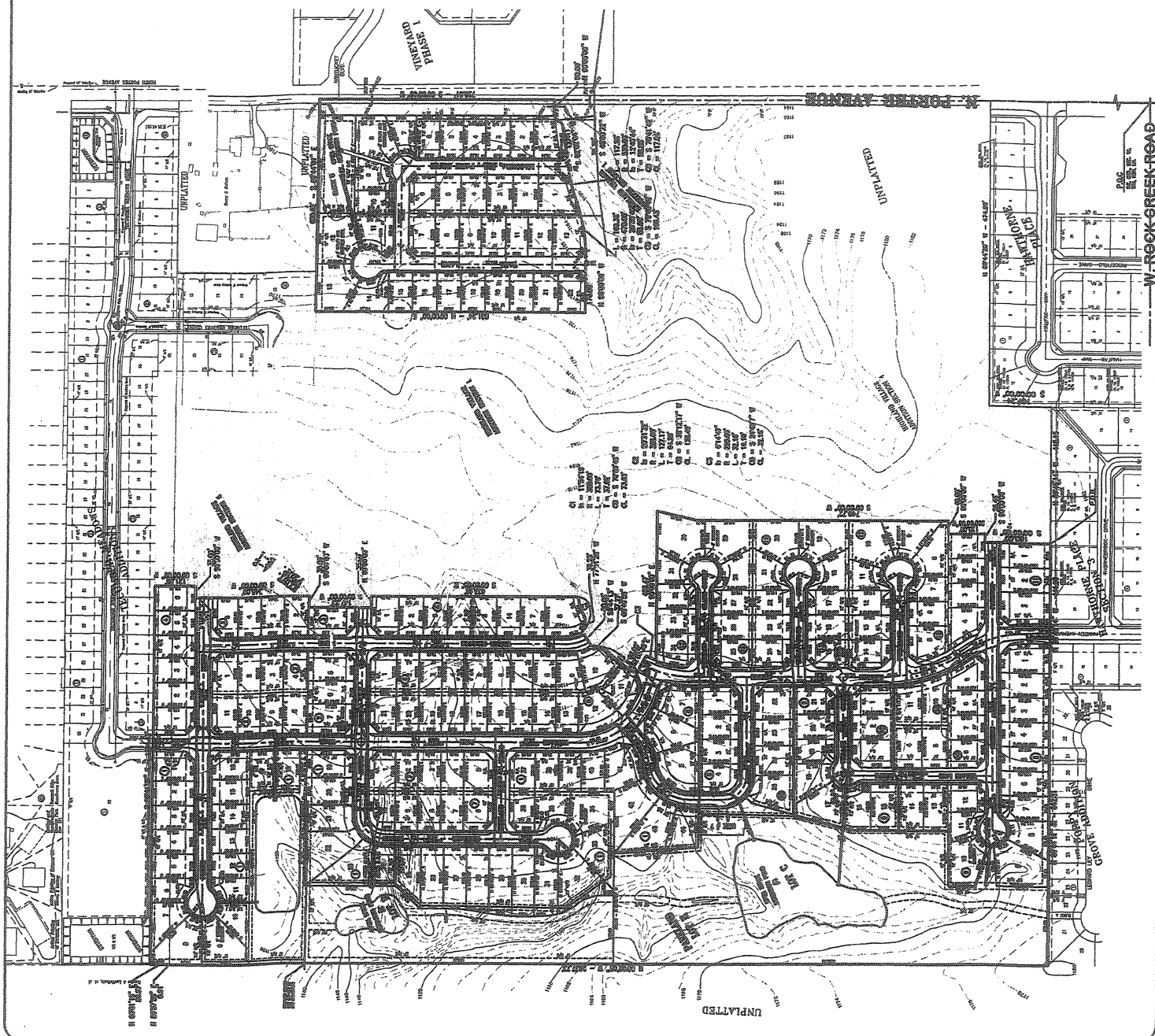
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**THE STONE ISLAND STORE**

**STONE ISLAND**

**HOLLAND VILLAGE L.L.C.**  
2000 VAN SLYKE  
SUITE 2000  
HOUSTON, TEXAS 77056  
TEL: (713) 869-2200 FAX: (713) 869-2201

SCALE: 1" = 100'



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PRELIMINARY PLAT

ITEM NO. 5

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**STAFF REPORT**

**ITEM:** Consideration of a Revised Preliminary Plat for HIGHLAND VILLAGE ADDITION.

**LOCATION:** Generally located ¼ mile west of North Porter Avenue and approximately ½ mile north of Rock Creek Road.

**INFORMATION:**

1. Owners. Highland Village, LLC
2. Developer. Highland Village, LLC
3. Engineer. SMC Consulting Engineers, P.C.

**HISTORY:**

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing and placing this property in A-2 zoning classification.
2. May 14, 1970. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in RM-4 and removed from A-2 zoning classification.
3. June 2, 1970. City Council adopted Ordinance No. 2272, placing a portion of this property in RM-4 and removing it from A-2 zoning classification.
4. December 13, 1973. Planning Commission, on a vote of 3-2, made no recommendation to City Council that a portion of this property be placed in A-1, R-1, R-2, and RM-6 and removed from RM-4 and A-2, zoning classifications.
5. January 2, 1974. City Council adopted Ordinance No. O-7374-36 placing a portion of this property in A-1, R-1, R-2, and RM-6 and removing it from RM-4 and A-2 zoning classification.
6. February 1, 2001. The Norman Board of Parks Commissioners, on a vote of 8-0, recommended public and private parkland for Highland Village Addition.

**HISTORY (Con't):**

7. February 8, 2001. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in R-1, PUD, PL and A-1, and remove it from A-1, A-2; R-1, R-2 and RM-6 zoning classification.
8. February 8, 2001. Planning Commission, on a vote of 8-0, recommended to City Council that the preliminary plat for Highland Village be approved.
9. March 13, 2001. City Council adopted Ordinance No. O-0001-33 placing this property in A-1, PL, PUD, and R-1 and removing it from A-1, A-2, R-1, R-2 and RM-6 zoning classification.
10. March 13, 2001. City Council approved the preliminary plat for Highland Village Addition.
11. August 5, 2004. The Norman Board of Parks Commissioners, on a vote of 7-0, recommended parkland for Highland Village Addition. Additional land was added to the preliminary plat requiring new consideration.
12. August 12, 2004. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in R-1, and removed from A-2, PUD and PL zoning classification.
13. August 12, 2004. Planning Commission, on a vote of 8-0, recommended to City Council that the revised preliminary plat for Highland Village Addition be approved.
14. September 28, 2004. City Council adopted Ordinance No. O-0405-6 placing a portion of the property in R-1 and removing it from A-2, PUD and PL zoning classification.
15. September 28, 2004. City Council approved the revised preliminary plat for Highland Village Addition.
16. September 28, 2009. The approval of the revised preliminary plat for the Highland Village Addition became null and void.

**IMPROVEMENT PROGRAM:**

1. Fencing. Fencing is required adjacent to North Porter Avenue.
2. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.
3. Drainage. Storm sewer and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff from upstream and the majority of this addition will be conveyed to privately-maintained detention facilities which are located on the west boundary of the property. Also, there is a proposed privately-maintained detention facility located on the east boundary of the property to serve previously approved Highland Village Addition, Section 2.

**IMPROVEMENT PROGRAM (Con't):**

4. Permanent Markers. Permanent markers will be installed prior to filing of the final plats.
5. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. Off plat easements will be required in order to serve the western lots with public sanitary sewer mains.
6. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy. Sidewalks have been installed adjacent to North Porter Avenue.
7. Streets. Streets will be constructed in accordance with approved plans and City paving standards. Porter Avenue has been improved.
8. Water Mains. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. There is an existing twelve-inch (12") water line adjacent to North Porter Avenue.

**PUBLIC DEDICATIONS:**

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

**SUPPLEMENTAL MATERIAL:** Copies of a location map and revised preliminary plat are included in the Agenda Book

**STAFF COMMENTS AND RECOMMENDATION:** The owner proposes to construct approximately 220 single-family lots. A Property Owner's Association has been formed in order to maintain the fencing, right-of-way on North Porter Avenue, open spaces and the proposed privately-maintained detention facilities. Staff recommends approval of the revised preliminary plat for Highland Village Addition.

**ACTION NEEDED:** Recommend approval or disapproval of the revised preliminary plat for Highland Village Addition.

**ACTION TAKEN:** \_\_\_\_\_

Item No. 2, being:  
**CONSENT DOCKET**

Chairman Gasaway announced that the Consent Docket is designed to allow the Planning Commission to approve a number of items by one motion and vote. He read the items recommended for inclusion on the Consent Docket, as follows:

Item No. 3, being:  
**APPROVAL OF THE OCTOBER 8, 2009 REGULAR SESSION MINUTES, AND STUDY SESSION MINUTES FROM AUGUST 27, SEPTEMBER 24, OCTOBER 8, AND OCTOBER 22, 2009.**

Item No. 4, being:  
**CONSIDERATION OF A FINAL PLAT SUBMITTED BY TECUMSEH ROAD BUSINESS PARK, L.L.C. (SMC CONSULTING ENGINEERS) FOR TECUMSEH ROAD BUSINESS PARK ADDITION, SECTION 2, GENERALLY LOCATED AT THE NORTHEAST CORNER OF TECUMSEH ROAD AND FLOOD AVENUE.**

Item No. 5, being:  
**CONSIDERATION OF A REVISED PRELIMINARY PLAT SUBMITTED BY HIGHLAND VILLAGE, L.L.C. (SMC CONSULTING ENGINEERS) FOR HIGHLAND VILLAGE ADDITION, GENERALLY LOCATED APPROXIMATELY ½ MILE SOUTH OF TECUMSEH ROAD AND ¼ MILE WEST OF NORTH PORTER AVENUE.**

\*

Chairman Gasaway asked if any member of the Planning Commission wished to remove any item from the Consent Docket. There being none, he asked whether anyone in the audience wished to remove any item from the Consent Docket. There being none, he turned to the Planning Commission for discussion.

*Paul Minnis moved to place Item Nos. 3 through 5 on the Consent Docket and approve by one unanimous vote. Diana Hartley seconded the motion.*

There being no further discussion, a vote was taken with the following result:

YEAS	Jim Gasaway, Diana Hartley, Tom Knotts, Chris Lewis, Curtis McCarty, Paul Minnis, Roberta Pailles, Andy Sherrer, Zev Trachtenberg
NAYES	None
MEMBERS ABSENT	None

Susan Connors noted that Ms. Hartley should be shown as recusing herself on the vote regarding the minutes, as she was not a member of the Planning Commission at the

time of those meetings. Recording Secretary Roné Tromble announced that the motion, to place Item Nos. 3 through 5 on the Consent Docket and approve by one unanimous vote, passed by a vote of 9-0.

\* \* \*

20. ITEM: ORDINANCE NO. O-0910-19: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF THE PUBLIC UTILITY EASEMENT LYING WITHIN LOT 1, BLOCK 1, FOWLER ADDITION, TO THE CITY OF NORMAN, OKLAHOMA, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (955 INTERSTATE DRIVE)

INFORMATION: Planning Commission, in its meeting of January 14, 2010, held a public hearing and received no filed protests regarding the following item:

BILLY E. FOWLER LIVING TRUST: Requests closing of a portion of a public utility easement lying within Lot 1, Block 1, Fowler Addition. (955 Interstate Drive)

Planning Commission, by a vote of 9-0, recommends approval of the requested closure; and City Council, in its meeting of February 9, 2010, Introduced and adopted Ordinance No. O-0910-19 upon First Reading by title. Copies of an advisory memorandum; Ordinance No. O-0910-19; location map; Staff Report recommending approval; petition; radius map; and pertinent excerpts from Planning Commission minutes are included in the Agenda Book.

ACTION NEEDED: 1. Motion to adopt or reject Ordinance No. O-0910-19 upon Second Reading section by section.

ACTION TAKEN: \_\_\_\_\_

ACTION NEEDED: 2. Motion to adopt or reject Ordinance No. O-0910-19 upon Final Reading as a whole.

ACTION TAKEN: \_\_\_\_\_





**DATE:** January 27, 2010

**TO:** Honorable Mayor and Councilmembers

**FROM:** Doug Koscinski, AICP *DK*  
Manager, Current Planning Division

**SUBJECT:** Agenda Item: February 9, 2010  
Ordinance No. O-0910-19 – Billy E. Fowler Living Trust requests closure of a ten foot platted utility easement within Lot 1, Block 1, FOWLER ADDITION.

**BACKGROUND.** This property was formerly occupied by the Fowler Toyota dealership, which has since relocated. Before buildings were demolished, the site contained two structures, one each for the new cars and used cars. In order to provide adequate fire protection for all facades of both buildings, a public water line was extended into the site from the service line along the frontage road. The proposed plan for the site is to build one new dealership building, which would lie on top of the easement that was dedicated with that water line. The applicant has submitted a request to close, and ultimately vacate, that existing water line easement.

**DISCUSSION.** In order to address continuing water needs in the area, the City replaced the line along the frontage road with an upgraded 12 inch water line, and added a parallel 8 inch north-south line in the alley at the rear of these lots, which provides better coverage for many of these buildings (see the attached photo showing the new HDPE – High Density PolyEthylene - water lines, which were recently completed). The existing water line is no longer needed, and will not serve its original purpose. The easement can be closed without adversely affecting any needed service. Although the easement was used for a water line, it was described as a generic “utility easement” and notice was mailed to all franchised utility companies. No objections were filed, as no other utilities were installed in the easement.

**STAFF RECOMMENDATION:** The attached documents include the location map, staff report, and original plat for the subject lots showing the utility easement. The item comes with a unanimous recommendation for approval from the Planning Commission. Staff recommends approval of Ordinance O-0910-10.

DK/rnt

Reviewed by: Susan Connors, Director of Planning & Community Development *SC*  
Jeff Bryant, City Attorney *JB*  
Steve Lewis, City Manager *SL*

Attachments: Ordinance No. O-0910-19  
Location Map  
Staff Report  
Aerial Photo, showing water lines  
Planning Commission Minutes

AN ORDINANCE OF THE COUNCIL OF THE CITY  
OF NORMAN, OKLAHOMA, CLOSING A PORTION  
OF THE PUBLIC UTILITY EASEMENT LYING  
WITHIN LOT 1, BLOCK 1, FOWLER ADDITION,  
TO THE CITY OF NORMAN, CLEVELAND  
COUNTY, OKLAHOMA; AND PROVIDING FOR  
THE SEVERABILITY THEREOF.  
(955 INTERSTATE DRIVE)

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 1. That, pursuant to Resolution Number R-8182-66, Billy E. Fowler Living Trust, owner of more than one-half (1/2) of the property abutting the public utility easement lying within Lot 1, Block 1, Fowler Addition, has petitioned the City to have that portion of the public utility easement closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and
- § 4. That, the public utility easement lying within Lot 1, Block 1, of Fowler Addition, herein after described, to wit:

That portion of a ten foot (10') wide utility easement in Lot 1, Block 1 of FOWLER ADDITION to Norman, according to the Plat filed on December 5, 1980, in Book 12 Plats, Page 188, Cleveland County Clerk's Office, as more particularly described and shown on the two-page "Exhibit A" attached hereto and made a part hereof, (which is hereinafter referred to as "the Subject Property").

is hereby closed.

§ 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

NOT ADOPTED this \_\_\_\_\_ day of  
\_\_\_\_\_, 2010.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

\_\_\_\_\_  
(City Clerk)

**EXHIBIT 'A'**  
**(SHEET 1 OF 2)**

**LEGAL DESCRIPTION  
FOR  
UTILITY EASEMENT VACATION  
FOWLER ADDITION  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
DECEMBER 9, 2009**

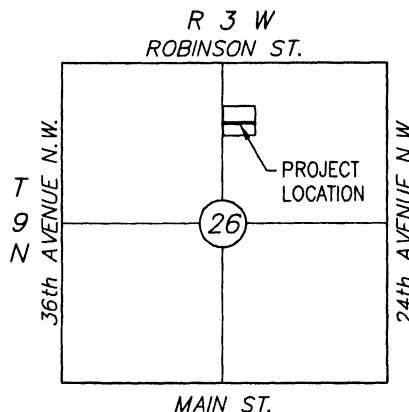
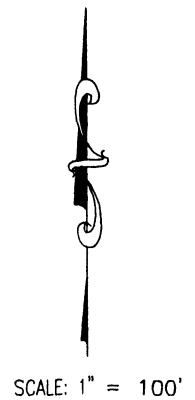
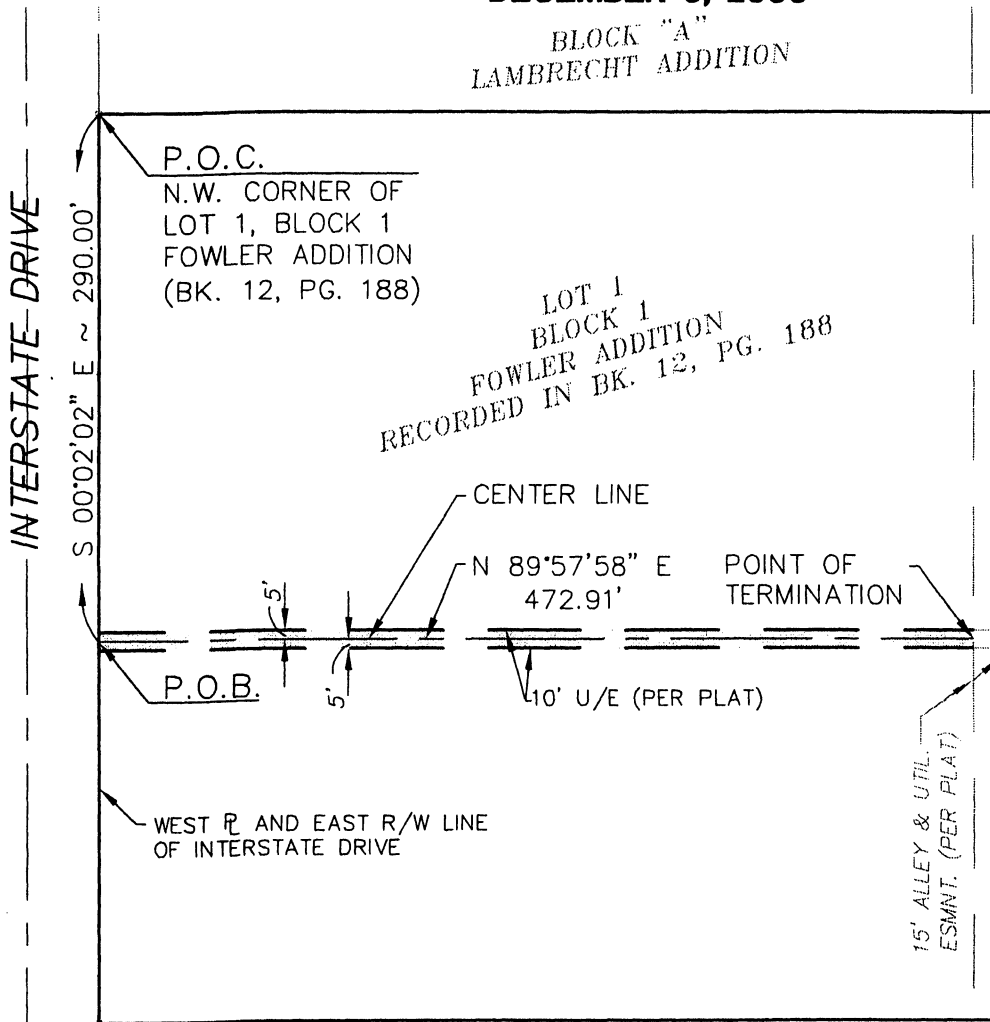
A 10 foot wide utility easement lying in the Northeast Quarter of Section 26, Township 9 North, Range 3 West of the Indian Meridian, Norman, Cleveland County, Oklahoma, and being described as follows:

COMMENCING at the Northwest most corner of Lot 1, Block 1, Fowler Addition recorded in Book 12, Page 188. THENCE South 00°02'02" East along the west property line of said Fowler Addition and the East right-of-way of Interstate Drive a distance of 290.00 feet to the POINT OF BEGINNING;

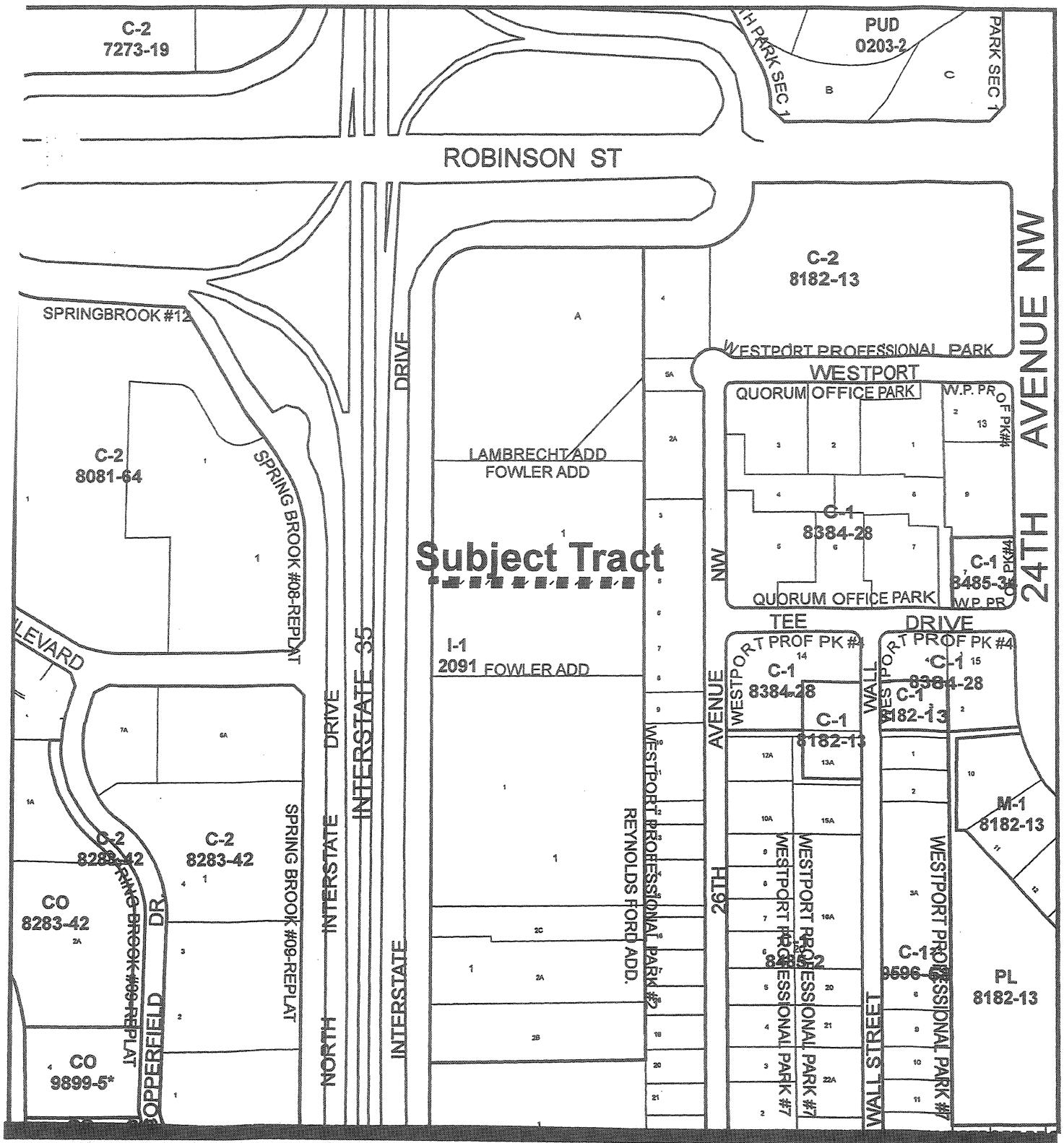
Said Easement then being 5.00 feet either side of the following described centerline; THENCE North 89°57'58" East a distance of 472.91 feet to a point on a 15 foot Alley and Utility Easement also being the POINT OF TERMINATION.

**EXHIBIT 'A'**  
**(SHEET 2 OF 2)**

**LEGAL DESCRIPTION  
FOR  
UTILITY EASEMENT VACATION  
FOWLER ADDITION  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
DECEMBER 9, 2009**



**LOCATION MAP**  
SCALE: 1" = 3000'



## PROPOSED UTILITY EASEMENT CLOSURE - ORDINANCE NO. O-0910-19

APPLICANT: Billy E. Fowler Living Trust  
 REQUEST: Closure of a ten foot platted utility easement in Lot 1, Block 1 of FOWLER ADDITION.

---

ORDINANCE NO. O-0910-19

ITEM NO. 9

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## STAFF REPORT

### GENERAL INFORMATION

APPLICANT

Billy E. Fowler Living Trust

REQUESTED ACTION

Closure of a ten foot (10') platted utility easement in Lot 1, Block 1, FOWLER ADDITION

**BACKGROUND.** This property was formerly occupied by the Fowler Toyota dealership, which has since relocated. Before it was demolished, the site contained two buildings, one each for the new cars and used cars. In order to provide adequate fire protection for all facades of both buildings, a public water line was extended into the site from the service line along the frontage road. The current plan for the site is to build one new dealership building, which would lie on top of the easement that was dedicated with that water line. The applicant has submitted a request to close, and ultimately vacate, that existing water line easement.

**DISCUSSION.** In order to address continuing water needs in the area, the City replaced the line along the frontage road with an upgraded 12 inch water line, and added a parallel 8 inch north-south line in the alley at the rear of these lots, which provides better coverage for many of these buildings (see the attached photo showing proposed new water lines, which were recently completed). The existing water line is no longer needed, and will not serve its original purpose. The easement can be closed without adversely affecting any needed service. Although the easement was used for a water line, it was described as a generic "utility easement" and notice was mailed to all franchised utility companies. No objections were filed, as no other utilities were installed in the easement.

**RECOMMENDATION.** Because the easement was specifically designed to serve buildings which are no longer there, staff is not opposed to the elimination of this easement. Staff recommends approval of this request to close, and vacate, this ten-foot utility easement.



*BRENDA HALL*

To: City of Norman, c/o City Clerk ~~Mary Hatley~~  
Norman City Hall, Norman, OK (hand-delivered)

Re: **Petition to close a part of a utility easement in FOWLER ADDITION**

Date: December 11, 2009

1. The undersigned Applicant, **BILLY E. FOWLER LIVING TRUST**, is the beneficial owner of all the land on both sides of the portion of the utility easement, described below, which is proposed for closing.

2. It is in the best interest of both the undersigned and the City of Norman to release, close, and subsequently vacate, and foreclose the right to reopen in District Court the following-described portion of an interior utility easement in Fowler Addition to Norman:

That portion of a ten foot (10') wide utility easement in Lot 1, Block 1 of **FOWLER ADITION to Norman**, according to the Plat filed on December 5, 1980, in Book 12 Plats, Page 188, Cleveland County Clerk's office, as more particularly described and shown on the two-page "Exhibit A" attached hereto and made a part hereof, (which is hereinafter referred to as "**the Subject Property**").

3. If there are utility lines or facilities in, on under or over any part(s) of Subject Property, Applicant will cause same to be respected and protected, as required by law.

4. An ownership list certified by a bonded abstracter, reflecting all owners of record, according to County Treasurer records, of property within 300 feet in any direction of the above-described Subject Property is submitted herewith. A map which is attached to said ownership list shows the location of the ownership lines for each owner of record whose name appears on the ownership list. Enclosed is our firm check for the required filing fee of \$400.

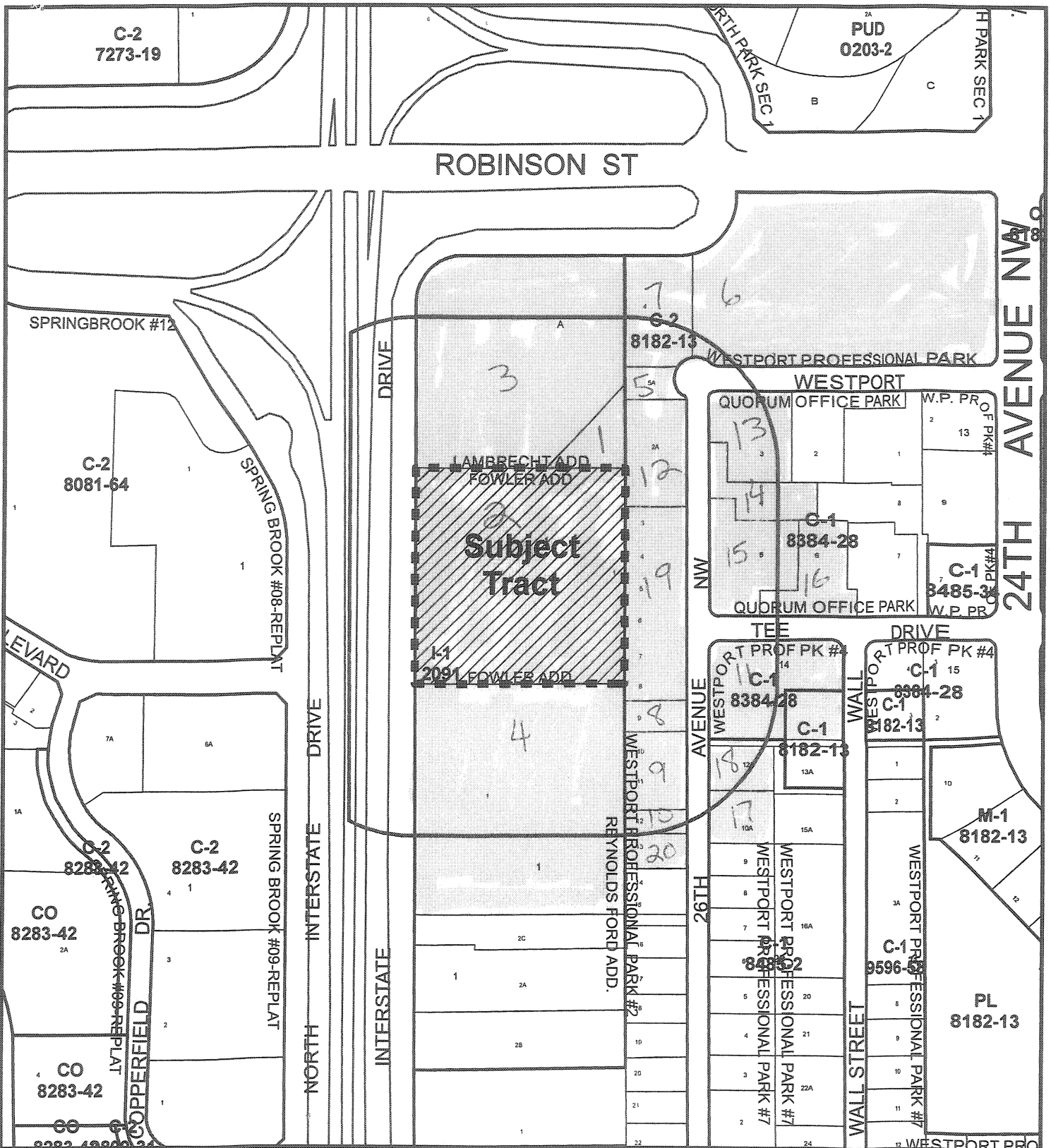
5. Action by the Board of County Commissioners of Cleveland County is not necessary. The undersigned will pay the cost of newspaper publication of the required Notice.

Wherefore, pursuant to Resolution 8182-66, as amended, of the City of Norman, the undersigned Applicant requests official closing of the above-described Subject Property, by enactment of an ordinance by the City Council of the City of Norman.

**BILLY E. FOWLER LIVING TRUST, Applicant**, by: *H. L. Heiple*  
H. L. Heiple, Attorney-Agent, Heiple Law Offices, Inc. Box 847, Norman, OK 73070  
Telephone (405) 321-0090 FAX 321-9763

cc: Ken Danner, CON Public Works  
Rone' Tromble, CON Planning Dept.  
Client

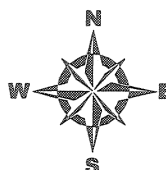
FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 12-11-09








# Radius Map



Map Produced by the City of Norman  
Geographic Information System.  
(405) 366-5436  
The City of Norman assumes no  
responsibility for errors or omissions  
in the information presented.



Scale: 1" = 300'  
December 10, 2009

-  Subject Tract
-  Radius
-  Zoning
-  Parcels
-  Notification Area

Item No. 9, being:

**ORDINANCE NO. O-0910-19 - BILLY E. FOWLER LIVING TRUST REQUESTS CLOSURE OF A TEN FOOT PLATTED UTILITY EASEMENT IN LOT 1, BLOCK 1 OF FOWLER ADDITION.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Staff Report
3. Aerial Photo of Site

**PRESENTATION BY THE APPLICANT:**

1. Harold Heiple, representing the applicant - This is an application to close an existing small utility easement that is confined to only the one tract of property; it doesn't involve any other surrounding property. It is on the east side of I-35. This is the site that was formerly occupied by the Fowler Toyota dealership, south of Robinson between the Pontiac dealer and the Ford dealership. That dealership has now been moved north on I-35. The property is vacant and the buildings that were there have been torn down. There were two buildings on that tract for the Toyota dealership and running between those two buildings was the easement which we are asking to close. The reason we are asking to close it is because the Honda dealership which is going to be built on this tract wants to have only one building and they want to put that building right in the middle, and you can't put a building on top of an easement. This easement has only been used for a water line, but it was designated on the plat as a utility easement. Once that happens, it becomes available to every utility company, so when you want to close it you have to go through the process at City Hall and then go to District Court to get them to vacate it so a building can be built on it. Had it been designated only as a City water line, it would have been a simple matter of bringing it to the City Council, without even coming to the Planning Commission, and asking for a release. There are no protests. The line is not needed; they have made arrangements for the water on site, but not through this particular easement. We respectfully request your recommendation for approval.

**DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

*Chris Lewis moved to recommend adoption of Ordinance No. O-0910-19 to the City Council. Jim Gasaway seconded the motion.*

There being no further discussion, a vote was taken with the following result:

YEAS	Diana Hartley, Tom Knotts, Curtis McCarty, Paul Minnis, Roberta Pailes, Andy Sherrer, Zev Trachtenberg, Chris Lewis, Jim Gasaway
NAYES	None
MEMBERS ABSENT	None

Recording Secretary Roné Tromble announced that the motion, to recommend adoption of Ordinance No. O-0910-19 to the City Council, passed by a vote of 9-0.

\* \* \*

